



Oregon

Theodore R. Kulongoski, Governor

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JAN 31 2005

Department of State Lands

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January 28, 2005

State Land Board

Theodore R. Kulongoski
Governor

Bill Bradbury
Secretary of State

Randall Edwards
State Treasurer

JV02\33376-ML
DEE BURCH
ADVANCED AMERICAN CONSTRUCTION PROPERTIES LLC
PO BOX 1630
OREGON CITY OR 97045

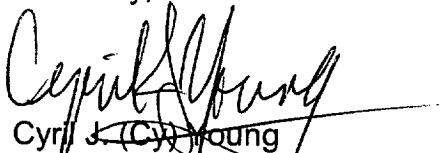
RE: State Waterway Lease 33376-ML

Dear Ms. Burch:

Enclosed is your original of the fully executed state waterway lease 33376-ML, covering the period of February 1, 2005 through January 31, 2006.

If you have any questions or comments, please contact me at your convenience, 503-378-3805, extension 245, or property manager assistant Jenni Vickers, extension 242.

Sincerely,


Cyril J. Young
Property Manager

Enclosure

**STATE OF OREGON
DEPARTMENT OF STATE LANDS
SUBMERGED AND SUBMERSIBLE LAND LEASE**

33376-ML

The State of Oregon, by and through the Oregon State Land Board and the Department of State Lands ("State"), hereby leases to the person(s) herein named ("Lessee"), the following described lands on the terms and conditions stated herein (the "Lease"):

NAME of LESSEE:
Advanced American Construction Properties, LLC

ADDRESS:
PO Box 1630
Oregon City, OR 97045

Legal classification of Lessee is a Limited Liability Company,

Lands situated in Multnomah County more fully described as follows:

All state owned submerged or submersible lands in the Willamette River in Section 11, Township 1 North, Range 1 West, Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

Commencing at a point on the intersection of the line defined as the Southeasterly line of Tax Lot 100 (Multnomah County Assessor Map Number 1N 1W 11 DA, City of Portland) and that line's intersection with the Northeasterly boundary of the Burlington Northern Railroad right-of-way;

Thence proceeding North 53°32'42" East, for 404.16 feet to a point on a line in the Willamette River identified in the 1988 survey by Layne-Caswell as the "Combined Pierhead & Bulkhead Line 1960", that line being determined to be the approximate original Ordinary Low Water and boundary of the State of Oregon in the Willamette River and that point being the common starting point for the four (4) parcels described in this lease;

PARCEL 1

Commencing at the common starting point on the 1960 Pierhead & Bulkhead Line and proceeding downstream, North 46°37'56" West, for a distance of 100 feet, more or less, along the 1960 Pierhead & Bulkhead Line to a point and that point being the TRUE POINT OF BEGINNING for Parcel 1;

thence continuing downstream along the 1960 Pierhead & Bulkhead Line, North 46°37'56" West, for a distance of 120 feet;

thence riverward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, North 43°22'04" East, for a distance of 25 feet;

thence proceeding upstream parallel to the 1960 Pierhead & Bulkhead Line, South 46°37'56" East, for a distance of 120 feet;

thence shoreward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, South 43°22'04" West, for a distance of 25 feet to the TRUE POINT OF BEGINNING, containing 3,000 square feet or 0.069 acres, more or less.

PARCEL 2

Commencing at the common starting point on the 1960 Pierhead & Bulkhead Line and proceeding downstream, North 46°37'56" West, for a distance of 220 feet, more or less, along the 1960 Pierhead & Bulkhead Line to a point and that point being the TRUE POINT OF BEGINNING for Parcel 2;

thence continuing downstream along the 1960 Pierhead & Bulkhead Line, North 46°37'56" West, for a distance of 140 feet;

thence riverward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, North 43°22'04" East, for a distance of 60 feet;

thence proceeding upstream parallel to the 1960 Pierhead & Bulkhead Line, South 46°37'56" East, for a distance of 140 feet;

thence shoreward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, South 43°22'04" West, for a distance of 60 feet to the TRUE POINT OF BEGINNING, containing 8,400 square feet or 0.193 acres, more or less.

PARCEL 3

Commencing at the common starting point on the 1960 Pierhead & Bulkhead Line and proceeding downstream, North 46°37'56" West, for a distance of 557 feet, more or less, along the 1960 Pierhead & Bulkhead Line to a point where the 1960 Pierhead & Bulkhead line intersects with the north boundary of the ROW for the St. John's Bridge, and that point being the TRUE POINT OF BEGINNING for Parcel 3;

thence continuing downstream along the 1960 Pierhead & Bulkhead Line, North 46°37'56" West, for a distance of 325 feet;

thence riverward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, North 43°22'04" East, for a distance of 85 feet;

thence proceeding upstream parallel to the 1960 Pierhead & Bulkhead Line South 46°37'56" East for a distance of 325 feet;

thence shoreward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, South 43°22'04" West, for a distance of 85 feet to the TRUE POINT OF BEGINNING, containing 27,625 square feet or 0.634 acres, more or less.

PARCEL 4

Commencing at the common starting point on the 1960 Pierhead & Bulkhead Line and proceeding downstream, North 46°37'56" West, for a distance of 1045.9 feet, more or less, along the 1960 Pierhead & Bulkhead Line to a point and that point being the TRUE POINT OF BEGINNING for Parcel 4;

thence continuing downstream along the 1960 Pierhead & Bulkhead Line, North 37°50'38" West, for a distance of 145 feet;

thence riverward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, North 52°09'22" East, for a distance of 115 feet;

thence proceeding upstream parallel to the 1960 Pierhead & Bulkhead Line South 37°50'38" East for a distance of 145 feet;

thence shoreward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, South 52°09'22" West, for a distance of 115 feet more or less to the TRUE POINT OF BEGINNING, containing 27,625 square feet or 0.634 acres, more or less.

A total of 55,700 square feet in the four parcels or 1.279 acres, more or less, hereinafter referred to as the "Property."

Total number of acres: 1.279 acres, more or less.

Hereinafter referred to as the "Leasehold".

SECTION 1 - LEASE TERM AND RENEWAL

- 1.1 Term: This Lease shall continue for a period of 15 years commencing on February 1, 2005, the month and date of which shall be known as the "Lease Anniversary Date," and expiring on January 31, 2020, which date shall be known as the "Lease Expiration Date."
- 1.2 Renewal: Lessee shall have an option to renew this Lease for an additional period of 15 years after the original and each renewal lease term provided that Lessee has submitted a completed lease renewal application form to State not less than one hundred and eighty (180) days prior to the Lease Expiration Date. Upon receipt of such application, this Lease shall be renewed by State unless:

1.2.1 State determines, in its sole discretion, that Lessee has not complied with the terms of this Lease, the applicable statutes and Oregon Administrative Rules; or

1.2.2 Lessee is no longer the preference right holder as provided in ORS 274.040(1) and defined in OAR 141-082-0020(48); or

1.2.3 State determines that the renewal of this Lease for all or any portion of the Leasehold would be contrary to local, state, or federal law, or would be inconsistent with the policies set forth in OAR 141-082-0010.

- 1.3 Except as otherwise provided in this Lease, State shall provide Lessee two (2) years advance written notice of its intent to not renew this Lease for all or any portion of the Leasehold. In the event State determines not to renew this Lease, but less than two (2) years remain in the Lease term, State shall, at Lessee's request, extend the term of this Lease to complete the two (2) year notice period, within which time Lessee shall vacate that portion of the Leasehold upon which the Lease is not being renewed and relocate any sublessees in an orderly fashion.

SECTION 2 - AUTHORIZED USES

- 2.1 Purpose: This Lease grants Lessee the right to use the Leasehold for the specific purpose(s) described below in accordance with the Lease terms and conditions, applicable local (including local comprehensive land use planning and zoning ordinances), state and federal laws and the applicable Oregon Administrative Rules.

Marine Industrial/marine Service

SECTION 3 - RENT CALCULATION AND ADJUSTMENTS

- 3.1 Initial Annual Rent: The rental payment to be paid by Lessee to State (the "Rent") for the first year of the Lease shall be \$6,695.00, based on the Riparian Land Value as provided in Section 3.1.1. Receipt of the first year's Rent is hereby acknowledged.

3.1.1 The initial annual Rent shall be calculated as follows:

Use Class	Area (square ft.)	Rate Choice	Annual Rent
Marine Industrial Marine Service	55,700 square feet	Riparian Land Value	\$6,695.00
TOTAL			<hr/> \$6,695.00

- 3.2 Annual Rent Adjustment: The Rent shall be adjusted annually in accordance with the provisions of OAR 141-082-0100 in effect at the time. Each payment shall be due on the Lease Anniversary Date established in Section 1.1.

SECTION 4 - MODIFICATION OF LEASEHOLD AREA OR USE

- 4.1 Modification of Leasehold Area or Use: Lessee may request that State expand or reduce the size, or change the authorized use, of the Leasehold using a form provided by State. However, no such change shall occur unless authorized in writing by State.

4.1.1 This Lease may be amended to reduce the Leasehold area only if the portion of the Leasehold to be removed from the Lease is not in use and does not contain any structures or improvements (an "Improvement"). If the amendment results in a reduction of Rent due under the Lease, such reduction shall become effective commencing on the Lease Anniversary Date that falls at least twelve (12) months after the later of: (a) the date of the change of area; or (b) the date of the issuance of State's written approval.

4.1.2 Requests to change an authorized use or increase the Leasehold area shall be processed and reviewed in the same manner as a new lease application.

4.1.3 Notwithstanding any reduction in the Leasehold area under this section, Lessee shall remain liable for any violation of Section 5.5 or 5.6 occurring on lands removed from the Leasehold prior to the amendment removing such lands.

SECTION 5 - RESERVATIONS AND RESTRICTIONS

- 5.1 Compliance: State shall have access to the Leasehold at all reasonable times for the purpose of evaluating and ensuring compliance with the terms and conditions of this Lease. State shall have the right to examine pertinent records of Lessee for the purpose of ensuring compliance with the Lease.

- 5.2 Reservations: State reserves:

5.2.1 All rights to coal, oil, gas, geothermal resources and other minerals, and all deposits of clay, stone, gravel and sand valuable for building, mining, or commercial purposes including, without limitation, the right to explore, mine, develop, produce and remove such minerals and other deposits with the right of ingress and egress thereto, and to terminate this Lease as to all or any portion of the Leasehold when required for these purposes with one hundred twenty (120) days prior written notice to Lessee or as otherwise provided by law.

5.2.2 The right to enter in and upon the Leasehold at any time for purposes of inspection or management.

5.2.3 The right at any time to grant easements across the Leasehold for tunnels, telephone and fiber optic cable lines, pipelines, power lines, or other lawful purpose, with right of ingress and egress thereto. State shall include in any such grant of easement a requirement that the easement holder take all reasonable precautions to ensure that exercise of their easement rights does not unreasonably interfere with Lessee's use(s) authorized in the Lease.

5.2.4 All rights not expressly granted to Lessee are reserved by State.

- 5.3 Public Access and Recreational Use Reservation: All state-owned submerged and submersible land shall remain available and open to the public for commerce, navigation, fishing and recreation unless restricted or closed by State to public entry pursuant to the provisions of applicable Oregon Administrative Rules. Lessee may request State, but State is not obligated, to close the Leasehold to public entry or restrict recreational use by the public on all or portions of the Leasehold to protect persons or property from harm arising from or in connection with Lessee's activities.

This reservation shall not grant the public any right to use or occupy, without Lessee's permission, Lessee-owned property or structures authorized under this Lease.

- 5.4 Restriction on Use: Lessee shall:

5.4.1 Comply with all applicable local, state and federal laws and regulations affecting the Leasehold and the use thereof, including local comprehensive land use planning and zoning ordinances, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use;

5.4.2 Dispose of all waste in a proper manner and not allow debris, garbage or other refuse to accumulate within the Leasehold; provided that, if Lessee allows debris, garbage or other refuse to accumulate within the Leasehold, State shall have the right to remove the debris, garbage and other refuse, and collect the cost of such removal from Lessee;

5.4.3 Not cut, destroy or remove, or permit to be cut, destroyed or removed, any vegetation that may be upon the Leasehold except with written permission of State. Lessee shall promptly report to State the cutting or removal of vegetation by other persons;

5.4.4 Conduct all operations within the Leasehold in a manner which conserves fish and wildlife habitat, protects water quality, and does not contribute to soil erosion or the growth of noxious weeds;

5.4.5 Maintain all buildings, docks, pilings, floats, gangways, similar structures, and other improvements located within the Leasehold in a good state of repair; and

5.4.6 Not unreasonably interfere with the public's trust rights of commerce, navigation, fishing or recreation.

5.5 Waste Water Disposal: In addition to any other applicable laws and regulations, Lessee shall comply with Oregon Department of Environmental Quality and Oregon State Marine Board requirements for sewage collection and waste water disposal for boats and floating structures.

5.6 Hazardous Substances:

5.6.1 Lessee shall not use, store, or dispose of, or allow the use, storage, or disposal within the Leasehold of any material that may pose a threat to human health or the environment, including without limitation, hazardous substances, pesticides, herbicides, or petroleum products (a "Hazardous Substance") except in strict compliance with applicable laws, regulations and manufacturer's instructions and shall take all necessary precautions to protect human health and the environment and to prevent discharge or release of any Hazardous Substance to the environment from the Leasehold.

5.6.2 Lessee shall keep and maintain accurate and complete records of the amount of all such Hazardous Substances stored or used on the Leasehold, and shall immediately notify State of any release or threatened release of any such Hazardous Substance to the environment from the Leasehold or otherwise attributable to operations or activities on the Leasehold.

5.6.3 In the event any Hazardous Substance is released, Lessee shall promptly and fully remediate such release in accordance with State and federal regulations and requirements. If Lessee fails to so remediate, State shall have the right to remove and remediate any release of a Hazardous Substance on the Leasehold or attributable to operations or activities conducted or allowed by Lessee on the Leasehold and to collect the cost of such removal or remediation from Lessee.

5.6.4 In addition to any duty to indemnify described elsewhere in this Lease, Lessee shall indemnify State against any claim or costs arising from or related to a release of a Hazardous Substance on or from the Leasehold.

SECTION 6 - REQUIREMENTS

6.1 Assignment and Sublease: Except as provided in Section 6.2, Lessee shall not assign this Lease or sublease the Leasehold or any portion of the Leasehold nor enter into any third party agreement respecting the Lease or the Leasehold without first obtaining the prior written consent of State pursuant to the requirements of the applicable Oregon Administrative Rules. Requests must be in writing and must be received by State at least thirty (30) calendar days prior to the effective date of sublease or assignment. State shall make a good faith effort to complete its review of such applications within thirty (30) days. If the

application is incomplete, or if State requests additional information concerning the proposed assignment or sublease, the time period for reviewing applications shall be extended and the proposed sublease or assignment shall be delayed pending the completion of such review. State reserves the right to condition its consent as it deems reasonably prudent, including the right to require changes to the terms of this Lease. Each assignee, sublessee, and third party interest shall be required to comply with all of Lessee's obligations under this Lease, and the applicable Oregon Administrative Rules. Lessee shall remain liable for the performance of all obligations under this Lease unless State's written consent expressly releases Lessee from further liability hereunder.

6.1.1 For the purposes of this section, if Lessee is a corporation or partnership or limited liability company, the transfer of any corporate stock or partnership or membership interest (including by operation of law) shall be deemed an assignment subject to the provisions of this Section if the result of said transfer shall be the change of management control or controlling interest of Lessee.

6.1.2 Lessee shall not grant a mortgage or security interest in this Lease without prior written consent of State, which consent shall not be unreasonably withheld. Any subsequent assignment by the creditor shall require the prior written approval of State.

6.2 Permitted Assignments and Subleases: Notwithstanding the provisions of Section 6.1 of this Lease, the following assignments, mortgages and security interests, and subleases of Lessee's interest in the Leasehold shall be allowed without further State approval:

6.2.1 Subleases of portions of Lessee's interest in the Leasehold area, in the ordinary course of Lessee's business for the purposes approved under this Lease as specified in Section 2.1;

6.2.2 Subleases of the entire Leasehold for a term that is less than one year for a purpose specified in Section 2.1; or

6.2.3 The transfer of ownership of Lessee's interest in the Lease to a surviving spouse or immediate family member following the death of Lessee; provided that, any other transfer of ownership following the death of Lessee shall be considered an assignment requiring State's approval.

6.3 Condition of Leasehold and Improvements: Lessee has inspected the Leasehold and Improvements, if any, and accepts the Leasehold and any such Improvements in their present condition, AS IS. State has made no oral or written representations concerning the condition of the Leasehold, or its Improvements, if any, nor their fitness or suitability for any purpose.

6.4 Liability: Lessee agrees to defend, indemnify and hold State harmless from and against all claims, demands, actions, suits, judgment, losses, damages, penalties, fines, costs, and expenses (including expert witness fees and costs

and attorney's fees in an administrative proceeding, at trial, or on appeal) arising from or attributable, in whole or in part, to the Lease or any operations conducted or allowed by Lessee on the Leasehold. As used in this Section 6.4 only, "State" means the State of Oregon and its boards, commissions, agencies, officers, employees, contractors, and agents.

- 6.5 Assessments: Lessee shall pay all taxes, assessments, or both, that are levied against the Leasehold, whether or not such taxes, assessments, or both, have been levied in the past against the Leasehold or State by the assessing agency.
- 6.6 Bond: State reserves the right to require Lessee to furnish to State a surety bond or an equivalent cash deposit or certificate of deposit, in an amount to be determined by State in the exercise of its reasonable discretion, which names the State of Oregon as co-owner to ensure that Lessee will perform in accordance with all terms and conditions of the Lease.

SECTION 7 - MISCELLANEOUS

- 7.1 No Partnership: State is not a partner nor in a joint venture with Lessee in connection with any business carried on in connection with this Lease or the Leasehold and shall have no obligation with respect to Lessee's debts or other liabilities.
- 7.2 Non-Waiver: Waiver by either party of strict performance of any provisions of this Lease shall not be a waiver nor prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
- 7.3 Notices: Any notice required under this Lease to be sent to Lessee by State shall be sent by certified mail and shall expressly be deemed to be delivered after the certified letter is deposited in the United States mails addressed to Lessee at the address given by Lessee in the signature block of this Lease or as shown on the most recent written notice of record with this Lease. Lessee shall provide State with a written notice of any change of address, change in corporation/partnership/ownership, or change in person(s) authorized to represent Lessee. State shall provide written acknowledgment of such Lessee written notices. Lessee's failure to receive such written acknowledgment within thirty (30) days of the date Lessee sent the original notice shall be constructive notice to Lessee that: (1) State has not properly received the notice, and (2) such attempted notice shall be of no force and effect until such time as the notice is actually received and acknowledged by State.
- 7.4 Liens: With the exception of mortgages or other security interests authorized by State under Section 6.1.2, Lessee shall immediately cause to be discharged any lien or other charge placed on the Leasehold, including land or improvements, arising directly or indirectly out of Lessee's actions. State may terminate this Lease if Lessee fails to discharge any such lien or charge or provide State with a sufficient bond covering the full amount of the lien after ten (10) days notice to do

so by State. Lessee shall pay and indemnify State for all costs, damages or charges of whatsoever nature, including attorney's fees, necessary to discharge such liens or charges whether such costs, damages or charges are incurred prior or subsequent to any termination of this Lease.

7.5 Default: The following shall be events of default:

7.5.1 Failure of Lessee to pay any rent, tax, reimbursement or other charge or payment due hereunder within twenty (20) days of the date such payment is due. For the purposes of this subsection, if the due date for such payment is not otherwise stated in this Lease or otherwise defined in statute or administrative rule, such payment shall be due on the date set forth in the notice from State to Lessee informing Lessee of its obligation to pay such charge or payment.

7.5.2 Failure of Lessee to comply with applicable laws, Oregon administrative rules or any non-payment-related term or condition or obligation of the Lease within thirty (30) days after written notice by State specifying the nature of the deficiency. Upon timely request from Lessee, State may in its good faith discretion permit the deadline for curing such non-compliance to be extended if it finds that: (1) the default cannot reasonably be cured within the thirty (30) day period; (2) the interests of State will not be harmed by an extension; (3) such default was not due to the willful act or gross negligence of Lessee; and (4) State and Lessee are able to mutually agree upon a written plan and timeline for curing the non-compliance.

7.5.3 Insolvency of Lessee; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the Leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days. If Lessee consists of two (2) or more individuals or business entities, the events of default specified in this paragraph shall apply to each individual or entity unless within ten (10) days after an event of default occurs the remaining individuals or entities produce evidence satisfactory to State that they have unconditionally acquired the interest of the one causing the default. If the Lease has been assigned under Section 6.1 of this Lease, the events of default specified in this subsection shall apply only with respect to the one then exercising the rights of Lessee under the Lease.

7.5.4 Notwithstanding the above, if State in good faith believes that a material default has occurred which may imperil State's rights in the land or its fiduciary duties under law, State may declare an immediate default without any right of Lessee to cure the deficiency.

7.6 Termination of Occupancy Upon Default: State shall have the right to terminate Lessee's right to occupy the Leasehold for any default by Lessee that remains uncured past the time provided in Section 7.5. State shall exercise its right to

terminate Lessee's occupancy under this Section by providing notice to Lessee of the default and of State's intent to terminate Lessee's right of occupancy under the Lease upon the date provided in the notice. State shall be entitled to recover from Lessee all costs arising out of State's re-entry and, if State and Lessee mutually agree to terminate the Lease as provided in Section 7.8, all costs of re-letting the Leasehold. If State and Lessee mutually agree to terminate the Lease, State shall be entitled to recover the amount of unpaid rent that otherwise would have been required to be paid under the Lease from the date of default until a new Lease has been secured or, if State and Lessee do not agree to terminate the Lease and State is unable to secure another lessee for the Leasehold, until such time as the Lease expires. All Improvements located on the Leasehold shall be disposed of as provided by Section 9.3 of this Lease. If Lessee owns a floating home and has placed such home on the Leasehold pursuant to the provisions of Section 2.1 of this Lease, the lease termination provisions of ORS 90.630 shall apply to the extent the provisions of this Lease are inconsistent with such statute.

7.7 State's Right to Cure Defaults:

7.7.1 If Lessee fails to perform any obligation under this Lease, State shall have the option to perform the obligation of the Lease after thirty (30) days written notice to Lessee. All of State's expenditures to carry out the obligation shall be reimbursed by Lessee on demand with interest at the rate of one percent (1%) per month accrued from the date of expenditure by State.

7.7.2 Notwithstanding the foregoing, in the event any violation of a term or condition of this Lease, including without limitation use of the Leasehold in a manner not permitted under the Lease, is causing damage to the Leasehold, or if damage to the Leasehold arises from some other cause, State may immediately enter upon the Leasehold and take such action as it deems necessary to stop such use or mitigate such damage. If the damage is due to a violation of the terms or conditions of this Lease, Lessee shall be liable for all costs incurred by State as a result of the violation and the action taken by State to mitigate such damage. State, at its option, may send notice to Lessee of such violation and, upon receipt of such notice, Lessee shall immediately cease such violation and repair or correct all damage caused by the violation. State's failure to provide any notice of a violation shall not be deemed a waiver of the violation by State or authorization to Lessee to continue or fail to correct the violation.

7.8 Termination Upon Mutual Consent: This Lease may be terminated by mutual written consent of Lessee and State.

7.9 Weed Control: Lessee shall control noxious weeds including aquatic weeds, plant pests and diseases within the Leasehold as directed by the local county weed control district, the Oregon Department of Agriculture or any other governmental authority which may now or in the future have authority with regard to the prevention or control, or both, of noxious weeds, plant pests or diseases, or as may be authorized or directed by State.

- 7.10 Holdover: If Lessee does not vacate the Leasehold at the time required at expiration or upon termination of the Lease, State shall have the option to treat Lessee as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for term, renewal, and Rent. State shall have the option to unilaterally establish a new Rent for the month-to-month tenancy, with said Rent payable monthly in advance. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period upon written notice from State given not less than thirty (30) days prior to the termination date which shall be specified in the notice.
- 7.11 Governing Law; Venue: This Lease and all matters related to the rights and responsibilities hereunder are governed by and subject to the laws of the State of Oregon and the administrative rules of the Department of State Lands and the State Land Board, as they may change from time to time. The Oregon Administrative Rules contain terms and conditions which relate to the rights and responsibilities of the parties hereunder, and such terms and conditions (as they may change from time to time) are hereby incorporated by reference and made a part of this Lease. Any claim, action, suit or proceeding (collectively, a "Claim") between State and Lessee that arises from or relates to the Lease shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. LESSEE, BY EXECUTION OF THIS LEASE, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF ALL SUCH COURTS.
- 7.12 Binding on Successors: This Lease shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by State to any disposition or transfer of the Lease or any interest herein by Lessee except as otherwise expressly provided in this Lease.
- 7.13 Nondiscrimination: The Leasehold shall be used in a manner, and for such purposes, that assure fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender, or national origin.
- 7.14 Right To Sue More Than Once: State may sue periodically to recover damages accrued to date and no action for damages shall bar later actions for damages subsequently accruing.
- 7.15 Remedies Cumulative: The remedies contained in this Lease shall be in addition to, and shall not exclude, any other remedy available at law or in equity, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it at the same or different times of any other such remedies for the same default or breach by the other party.

- 7.16 Attorney Fees: If suit or action is instituted in connection with any controversy arising out of or in connection with this Lease, the prevailing party shall be entitled to recover all costs and disbursements incurred, including such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal of the suit or action, and in any bankruptcy case or proceedings.
- 7.17 Exhibits: All Exhibits to which reference is made in this Lease are incorporated in this Lease by the respective references to them, whether or not they are actually attached. References to "this Lease" include matters incorporated by reference.
- 7.18 Compliance With Applicable Law: State's performance under this Contract is conditioned on Lessee's compliance with the provision of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which are incorporated by reference herein.
- 7.19 Late Charges and Interest: It is understood by both parties that late payments by Lessee of rent and other charges due hereunder will cause State to incur costs and other damages not otherwise addressed in this Lease, the exact amount of which will be difficult to ascertain, including costs associated with administrative processing and accounting. As recognition of the foregoing, the parties agree that, notwithstanding other remedies permitted hereunder and in addition thereto, if Lessee has not made full payment of amounts due within twenty (20) days of the date such payment is due, Lessee shall pay an additional charge equal to five percent (5%) of the amount of the late Rent or other charge. In addition, all amounts due and owing under this Lease, including late charges, shall bear interest at the lower of: (1) the highest interest rate allowable by law, or (2) twelve percent (12%) per year.
- 7.20 Survival. Termination or expiration of the Lease shall not extinguish or prejudice State's right to enforce the indemnification, access to records, governing law, venue and consent to jurisdiction provisions of this Lease.

SECTION 8 - INSURANCE

- 8.1 Commercial General Liability: Lessee shall obtain at Lessee's expense, and keep in effect during the term of this Lease, comprehensive or commercial general liability insurance covering bodily injury and property damage with an insurance company acceptable to State. This insurance shall include personal injury coverage, contractual liability coverage for the indemnities provided under this Lease and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000.00. Annual aggregate limit shall not be less than \$1,000,000.00.
- 8.2 Pollution Liability: Lessee shall obtain at Lessee's expense, and shall keep in effect during the term of the Lease, Pollution Liability Insurance covering Lessee's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs

incurred by Lessee, all arising out of Lessee's lease of the Leasehold. Combined single limit per occurrence shall not be less than N/A. Annual aggregate limit shall not be less than N/A.

- 8.3 Workers' Compensation Insurance: All employers, including Lessee, that employ subject workers who perform work under this Lease in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Lessee shall ensure that each of its sublessees (if permitted) complies with these requirements.
- 8.4 Revisions/Amendments/New Requirements: The amounts and types of insurance (including those specified in Section 8) and the party responsible for procuring the insurance shall be established and reviewed when circumstances warrant. The requirements may be revised or amended by State periodically at State's sole discretion after State:
- (a) consults with its insurance advisor;
 - (b) consults with Lessee;
 - (c) considers the commercial reasonableness of any requirements, amendments or revisions; and
 - (d) considers State's need for adequate insurance protection and State's fiduciary obligations.

Within thirty (30) days notice to Lessee of State's revision or amendment of the insurance requirements, Lessee shall provide State with satisfactory evidence that Lessee has obtained new insurance coverage which conforms with the revised/amended insurance requirements. If mutually agreed in writing, Lessee may have additional time to obtain such insurance.

- 8.5 Named Insured Parties: The liability insurance coverages required for performance of the Lease shall include the State of Oregon, the Department of State Lands and its Departments, sections, officers and employees as additional insureds but only with respect to Lessee's activities to be performed under this Lease.
- 8.6 Certificate(s) of Insurance: As evidence of the insurance coverages required by this Lease, Lessee shall furnish certificate(s) of insurance to State prior to the execution of this Lease, and not less often than annually thereafter and as reasonably requested by State. The certificate(s) will specify all of the parties who are additional insured (or loss payees). Insurance coverages required under this Lease shall be obtained from acceptable insurance companies or entities reasonably acceptable to State. Lessee shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.
- 8.7 "Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the termination or expiration of this Lease for a duration of twenty-four (24) months, or the maximum time period

reasonably available in the marketplace. Lessee shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following termination or expiration of the Lease. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Lease. If continuous "claims made" coverage is used, Lessee shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the termination or expiration of the Lease.

SECTION 9 - IMPROVEMENTS

- 9.1 Limitation on Improvements: Lessee shall not construct or place upon the Leasehold any Improvement that exceeds fifteen thousand dollars (\$15,000) in cost or value unless Lessee shall have first obtained the prior written authorization of State or unless such Improvement is exempt under OAR 141-082-0030(4). Approval for Improvements consistent with the purposes of this Lease shall not be unreasonably withheld or delayed. All Improvements must be consistent with the authorized use(s) of this Lease as stated in Section 2.1 and in compliance with all applicable laws, regulations, and ordinances as stated in Section 5.4.1.
- 9.2 Disposition of Unauthorized Improvements or Structures: Unauthorized improvements shall, at the election of State, be removed from the Leasehold by Lessee or, if State so elects, by State at Lessee's cost and expense.
- 9.3 Removal of Authorized Improvements: Any authorized Improvement must be removed within ninety (90) days of the termination or expiration of the Lease or modification of the Lease under Section 4.1.1, unless otherwise agreed by the parties or exempt from authorization under OAR 141-082-0030(4). Lessee shall be responsible for any damage done to the Leasehold as a result of the removal of the Improvement. Any Improvement remaining on the Leasehold after the ninety (90) day period may at the option of State become the property of State, unless otherwise agreed by the parties.

SECTION 10 - ADDITIONAL CONDITIONS AND STIPULATIONS

- 10.1 None.

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SECTION 11 - ENTIRE AGREEMENT

- 11.1 ENTIRE AGREEMENT: THIS LEASE, TOGETHER WITH THE ATTACHED EXHIBITS AND ATTACHMENTS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN, AND SHALL BE VALID AND BINDING ONLY IF IT IS SIGNED BY EACH PARTY. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE. THIS LEASE SUPERSEDES ALL PRIOR OR EXISTING LEASE OR RENTAL AGREEMENTS BETWEEN THE PARTIES WITH RESPECT TO THE LEASEHOLD DESCRIBED IN THIS LEASE.

Lessee, by the signature below of its authorized representative, hereby acknowledges that Lessee has read this lease, understands it and agrees to be bound by its terms and conditions. In addition, and without limiting the foregoing, Lessee expressly agrees to all covenants herein and binds him/herself for the payment of the Rent specified in the Lease.

STATE:

The State of Oregon, acting by and through the Oregon State Land Board and the Department of State Lands
775 Summer ST NE, STE 100
Salem, OR 97301-1279

Stephen F. Fults
Authorized Signature

1/26/05
Date

LESSEE:

Advanced American Construction Properties, LLC
Marine Industrial/Marine Service
PO Box 1630
Oregon City, OR 97045
503-650-8207

Mar D. Burch PRESIDENT
Signature/Title

(Note requirement below)

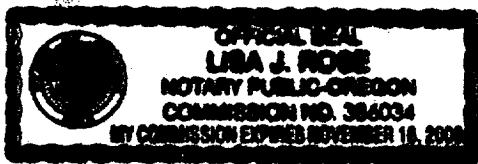
1/14/05
Date

Note: If Lessee is a corporation, partnership, limited liability company or other form of business entity, signer warrants that s/he has the authority to sign the lease on behalf of such entity by resolution of its Board of Directors or equivalent, or through delegation of authority to the signer.

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STATE OF Oregon)
) ss
County of Clackamas)

The foregoing instrument was acknowledged before me this 14th day of January, 2005, by Marvin J. Burch (name of officer or agent of corporation), the President (title of officer or agent) of Advanced American Construction Properties, LLC. (name of business entity), an Oregon (state or place of incorporation) limited liability company (corporation, general partnership, limited liability company, etc.) on behalf of said Oregon limited liability company (corporation, general partnership, limited liability company, etc.).



Lisa J. Rose
Signature
My commission expires 11/16/08

CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

I, the undersigned, hereby swear or affirm under penalty of perjury that to the best of my knowledge, I am not in violation of any Oregon Tax Laws.

For the purposes of this certificate, "Oregon Tax Laws" means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Self-Employment Tax, Lane Transit District Employer Payroll Tax, Tri-County Metropolitan Transit District of Oregon ("Tri-Met") Employer Payroll Tax, and Tri-Met Self-Employment Tax).

Signature: Marvin D. Bunch

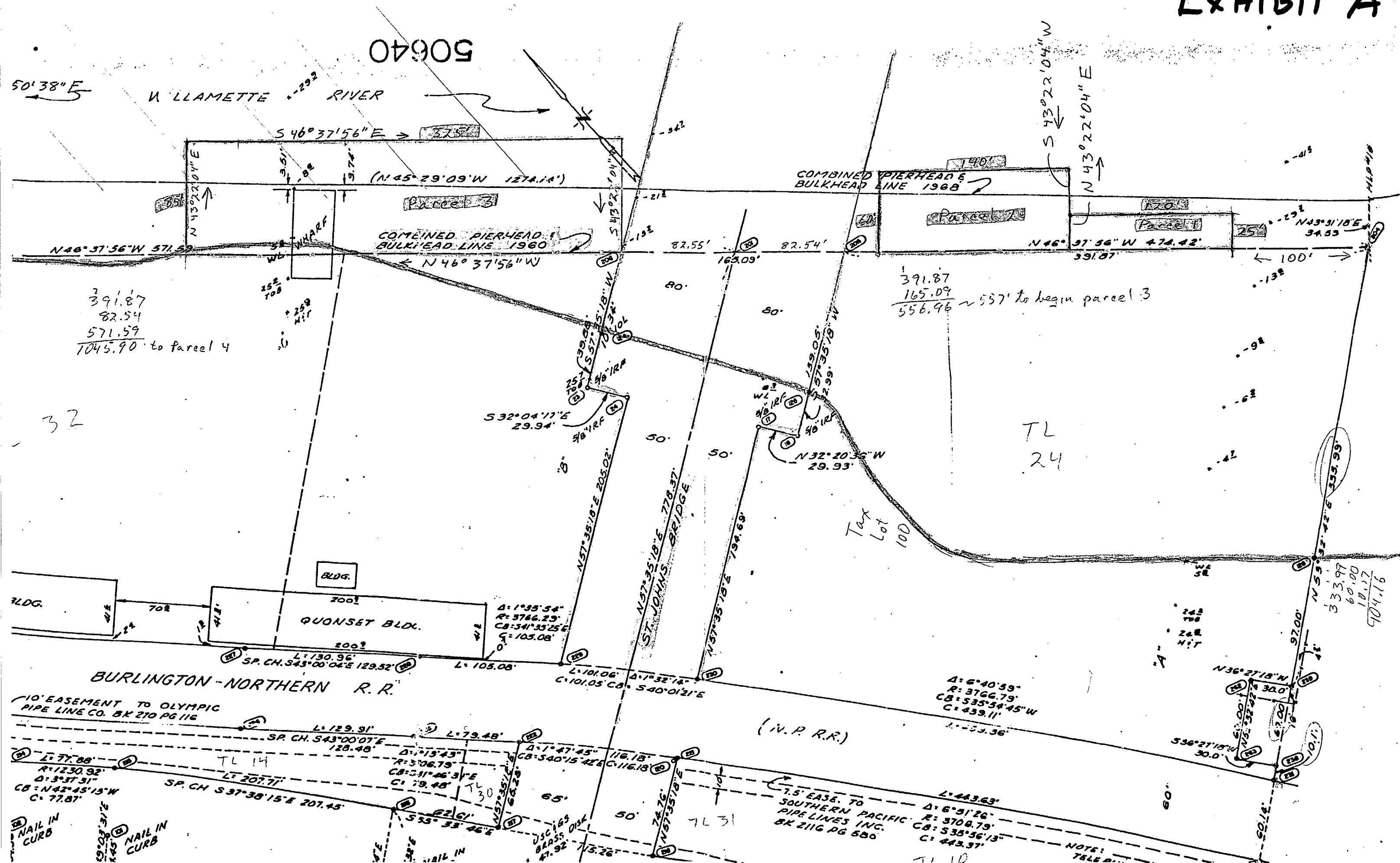
Date: 1/14/05

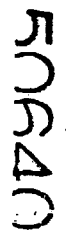
Printed Name: MARVIN D. BUNCH

Title: PRESIDENT

J:\Attachment\awestLAS\ML Waterway Lease\33376-ML.doc

EXHIBIT A







Oregon

Theodore R. Kulongoski, Governor

Department of State Lands

775 Summer Street NE, Suite 100

Salem, OR 97301-1279

(503) 378-3805

FAX (503) 378-4844

www.oregonstatelands.us

November 15, 2006

State Land Board

JV410\33376-ML
SCOTT BURGESS
ADVANCED AMERICAN CONSTRUCTION
PO BOX 83599
PORTLAND OR 97283

Theodore R. Kulongoski
Governor

Bill Bradbury
Secretary of State

Randall Edwards
State Treasurer

RE: Amendment to Waterway Lease 33376-ML

Dear Mr. Burgess:

Enclosed is your fully executed amendment for state waterway lease 33376-ML in Multnomah County.

If you have any questions or comments, please contact me at your convenience, 503-378-3805, extension 245, or my assistant Jenni Vickers, extension 242.

Sincerely,

Cyril J. Young
Property Manager
North Portland Harbor

Enclosure

N:\Proprietary\Leases\Letters\Executed\Executed Amendment Cy.doc

RECEIVED

NOV 16 2006

AAC004233

**STATE OF OREGON
DEPARTMENT OF STATE LANDS**

Amendment to Waterway Lease 33376-ML

The parties to this addendum are the STATE OF OREGON, acting by and through the Department of State Lands hereinafter referred to as STATE (Lessor) and Advanced American Construction Properties, LLC, hereinafter referred to as LESSEE. This addendum modifies and amends that submerged and submersible land lease known as 33376-ML, effective February 1, 2005. STATE and LESSEE desire and agree to amend the existing legal description contained in said lease, which reads as follows:

Lands situated in Multnomah County more fully described as follows:

All state owned submerged or submersible lands in the Willamette River in Section 11, Township 1 North, Range 1 West, Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

Commencing at a point on the intersection of the line defined as the Southeasterly line of Tax Lot 100 (Multnomah County Assessor Map Number 1N 1W 11 DA, City of Portland) and that line's intersection with the Northeasterly boundary of the Burlington Northern Railroad right-of-way;

Thence proceeding North 53°32'42" East, for 404.16 feet to a point on a line in the Willamette River identified in the 1988 survey by Layne-Caswell as the "Combined Pierhead & Bulkhead Line 1960", that line being determined to be the approximate original Ordinary Low Water and boundary of the State of Oregon in the Willamette River and that point being the common starting point for the four (4) parcels described in this lease;

PARCEL 1

Commencing at the common starting point on the 1960 Pierhead & Bulkhead Line and proceeding downstream, North 46°37'56" West, for a distance of 100 feet, more or less, along the 1960 Pierhead & Bulkhead Line to a point and that point being the TRUE POINT OF BEGINNING for Parcel 1;

thence continuing downstream along the 1960 Pierhead & Bulkhead Line, North 46°37'56" West, for a distance of 120 feet;

thence riverward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, North 43°22'04" East, for a distance of 25 feet;

thence proceeding upstream parallel to the 1960 Pierhead & Bulkhead Line, South 46°37'56" East, for a distance of 120 feet;

thence shoreward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, South 43°22'04" West, for a distance of 25 feet to the TRUE POINT OF BEGINNING, containing 3,000 square feet or 0.069 acres, more or less.

PARCEL 2

Commencing at the common starting point on the 1960 Pierhead & Bulkhead Line and proceeding downstream, North 46°37'56" West, for a distance of 220 feet, more or less, along the 1960 Pierhead & Bulkhead Line to a point and that point being the TRUE POINT OF BEGINNING for Parcel 2;

thence continuing downstream along the 1960 Pierhead & Bulkhead Line, North 46°37'56" West, for a distance of 140 feet;

thence riverward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, North 43°22'04" East, for a distance of 60 feet;

thence proceeding upstream parallel to the 1960 Pierhead & Bulkhead Line, South 46°37'56" East, for a distance of 140 feet;

thence shoreward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, South 43°22'04" West, for a distance of 60 feet to the TRUE POINT OF BEGINNING, containing 8,400 square feet or 0.193 acres, more or less.

PARCEL 3

Commencing at the common starting point on the 1960 Pierhead & Bulkhead Line and proceeding downstream, North 46°37'56" West, for a distance of 557 feet, more or less, along the 1960 Pierhead & Bulkhead Line to a point where the 1960 Pierhead & Bulkhead line intersects with the north boundary of the ROW for the St. John's Bridge, and that point being the TRUE POINT OF BEGINNING for Parcel 3;

thence continuing downstream along the 1960 Pierhead & Bulkhead Line, North 46°37'56" West, for a distance of 325 feet;

thence riverward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, North 43°22'04" East, for a distance of 85 feet;

thence proceeding upstream parallel to the 1960 Pierhead & Bulkhead Line South 46°37'56" East for a distance of 325 feet;

thence shoreward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, South 43°22'04" West, for a distance of 85 feet to the TRUE POINT OF BEGINNING, containing 27,625 square feet or 0.634 acres, more or less.

PARCEL 4

Commencing at the common starting point on the 1960 Pierhead & Bulkhead Line and proceeding downstream, North 46°37'56" West, for a distance of 1045.9 feet, more or less, along the 1960 Pierhead & Bulkhead Line to a point and that point being the TRUE POINT OF BEGINNING for Parcel 4;

thence continuing downstream along the 1960 Pierhead & Bulkhead Line, North 37°50'38" West, for a distance of 145 feet;

thence riverward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, North 52°09'22" East, for a distance of 115 feet;

thence proceeding upstream parallel to the 1960 Pierhead & Bulkhead Line South 37°50'38" East for a distance of 145 feet;

thence shoreward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, South 52°09'22" West, for a distance of 115 feet more or less to the TRUE POINT OF BEGINNING, containing 27,625 square feet or 0.634 acres, more or less.

A total of 55,700 square feet in the four parcels or 1.279 acres, more or less, hereinafter referred to as the "Property."

Total number of acres: 1.279 acres, more or less.

Hereinafter referred to as the "Leasehold".

Such existing legal description is hereby deleted and in its place is substituted the following corrected description and new parcel description:

Lands situated in Multnomah County more fully described as follows:

All state owned submerged or submersible lands in the Willamette River in Section 11, Township 1 North, Range 1 West, Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

Commencing at a point on the intersection of the line defined as the Southeasterly line of Tax Lot 100 (Multnomah County Assessor Map Number 1N 1W 11 DA, City of Portland) and that line's intersection with the Northeasterly boundary of the Burlington Northern Railroad right-of-way;

Thence proceeding North 53°32'42" East, for 404.16 feet to a point on a line in the Willamette River identified in the 1988 survey by Layne-Caswell as the "Combined Pierhead & Bulkhead Line 1960", that line being determined to be the approximate original Ordinary Low Water and boundary of the State of Oregon in the Willamette River and that point being the common starting point for the four (4) parcels described in this lease;

PARCEL 1

Commencing at the common starting point on the 1960 Pierhead & Bulkhead Line and proceeding downstream, North 46°37'56" West, for a distance of 100 feet, more or less, along the 1960 Pierhead & Bulkhead Line to a point and that point being the TRUE POINT OF BEGINNING for Parcel 1;

thence continuing downstream along the 1960 Pierhead & Bulkhead Line, North 46°37'56" West, for a distance of 120 feet;

thence riverward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, North 43°22'04" East, for a distance of 25 feet;

thence proceeding upstream parallel to the 1960 Pierhead & Bulkhead Line, South 46°37'56" East, for a distance of 120 feet;

thence shoreward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, South 43°22'04" West, for a distance of 25 feet to the TRUE POINT OF BEGINNING, containing 3,000 square feet or 0.069 acres, more or less.

PARCEL 2

Commencing at the common starting point on the 1960 Pierhead & Bulkhead Line and proceeding downstream, North 46°37'56" West, for a distance of 220 feet, more or less, along the 1960 Pierhead & Bulkhead Line to a point and that point being the TRUE POINT OF BEGINNING for Parcel 2;

thence continuing downstream along the 1960 Pierhead & Bulkhead Line, North 46°37'56" West, for a distance of 140 feet;

thence riverward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, North 43°22'04" East, for a distance of 60 feet;

thence proceeding upstream parallel to the 1960 Pierhead & Bulkhead Line, South 46°37'56" East, for a distance of 140 feet;

thence shoreward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, South 43°22'04" West, for a distance of 60 feet to the TRUE POINT OF BEGINNING, containing 8,400 square feet or 0.193 acres, more or less.

PARCEL 3

Commencing at the common starting point on the 1960 Pierhead & Bulkhead Line and proceeding downstream, North 46°37'56" West, for a distance of 557 feet, more or less, along the 1960 Pierhead & Bulkhead Line to a point where the 1960 Pierhead & Bulkhead line intersects with the north boundary of the ROW for the St. John's Bridge;

thence proceeding North 57°35'18" East, for a distance of 16 feet, more or less, along the north boundary of the ROW for the St. John's Bridge;

thence proceeding North 45°29'09" West, for a distance of 47 feet, more or less, and that point being the TRUE POINT OF BEGINNING for Parcel 3;

thence continuing downstream North 45°29'09" West, that direction being parallel to the 1968 Pierhead & Bulkhead Line for a distance of 620 feet, more or less;

thence riverward along a line perpendicular to the 1968 Pierhead & Bulkhead Line, North 44°30'51" East, for a distance of 50 feet, more or less;

thence proceeding upstream parallel to the 1968 Pierhead & Bulkhead Line South 45°29'09" East for a distance of 100 feet, more or less;

thence shoreward along a line perpendicular to the 1968 Pierhead & Bulkhead Line, South 44°30'51" West, for a distance of 10 feet, more or less;

thence proceeding upstream parallel to the 1968 Pierhead & Bulkhead Line South 45°29'09" East for a distance of 150 feet, more or less;

thence riverward along a line perpendicular to the 1968 Pierhead & Bulkhead Line, North 44°30'51" East, for a distance of 40 feet, more or less;

thence proceeding upstream parallel to the 1968 Pierhead & Bulkhead Line South 45°29'09" East for a distance of 370 feet, more or less;

thence shoreward along a line perpendicular to the 1968 Pierhead & Bulkhead Line, South 44°30'51" West, for a distance of 80 feet, more or less, to the TRUE POINT OF BEGINNING, this parcel containing 40,600 square feet or 0.932 acres, more or less.

A total of 52,000 square feet in the three parcels or 1.194 acres, more or less.

Hereinafter referred to as the "Leasehold".

All other terms and conditions of 33376-ML remain unchanged and in full force and effect. Dated this 14th day of November 2006.

STATE OF OREGON
DEPARTMENT OF STATE LANDS

LESSEE

[Signature]
Authorized Signature

Nov 14, 2006
Date

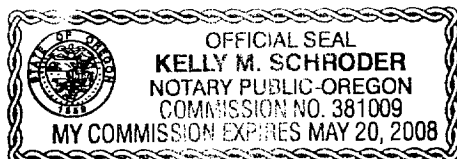
[Signature]
Authorized Signature

10/31/06
Date

STATE OF OREGON)
)ss
County of MULTNOMAH)

The foregoing instrument was acknowledged before me this 31 day of OCTOBER, 20 06, by MARVIN D BURCH (name of officer or agent of corporation), the PRESIDENT (title of officer or agent) of ADVANCED AMERICAN CONSTRUCTION (name of business entity), a OREGON (state or place of incorporation) CORPORATION

(corporation, general partnership, limited liability company, etc.) on behalf of said CORPORATION (corporation, general partnership, limited liability company, etc.).



[Signature]
Signature
My commission expires 5-20-08

46.06' FEET OF LOTS 2 AND 9, BLOCK 3,
ASTERLY LINE OF THE SPOKANE,
FROM THE PORTION THEREOF WITHIN SAID

BASIS OF BEARINGS

THE BASIS OF BEARINGS AND BOUNDARY DETERMINATION IS PER SURVEY FILE NUMBER 50640,
MULTNOMAH COUNTY SURVEY RECORDS.

THE SPOKANE, PORTLAND AND SEATTLE
NORTHEASTERLY LINE OF LOT 2, BLOCK 3,
LINE 16.06 FEET TO A POINT DISTANT
OCK 3, SPRINGVILLE; THENCE SOUTH 52°
WEST 50 FEET AND PARALLEL WITH THE
THE NORTHEASTERLY LINE OF ST.
6 FEET, MORE OR LESS, ALONG SAID
E NORTH 38° WEST 33.94 FEET FROM THE
TENDED SOUTHWESTERLY; THENCE NORTH

D BY THE STATE OF OREGON BY AND
282435, MULTNOMAH COUNTY, OREGON.

LOT 200
ISLOADER
NATIONAL

6" CHAIN LINK
FENCE
6.1' NORTH

WILLAMETTE RIVER

15' PVC OUTFALL
ORIGIN UNKNOWN

EDGE OF PAVEMENT

PARCEL 1
20,741 SF

TOP OF RIVER BANK

OIL/WATER
SEPARATOR

48.5' GATE

HC RAMP
STANDARD CURB

ASPHALT SURFACE

PARCEL 2
125,939 SF

WILLAMETTE RIVER

TOP OF RIVER BANK
STANDARD CURB

2 STORY CONCRETE BUILDING
31,890 SF
FINISH FLOOR = 33.8'
BUILDING HEIGHT = 59.6'

N43°23'22"W 425.52'

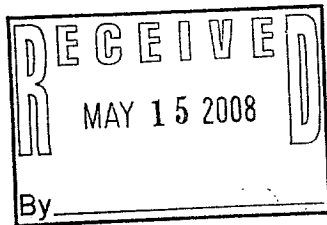
EXCEPTION #16
10' PIPE LINE EASEMENT

EXCEPTION #15
7.5' PIPE LINE EASEMENT

L=130.96'
SPIRAL CH=N43°00'04"W 129.52'

CH=N41°35'25" 105.08'
L=1°35'55" R=3766.29'

PARCEL 6
155,879 SF



Multnomah County Official Records
Cindy Swick, Deputy Clerk

2008-051280



\$96.00

00304934200800512800160166

04/03/2008 02:21:17 PM

Space above this line

1R-EASEMT

\$80.00 \$11.00 \$5.00

Cnt=1 Stn=27 ATVLM

After recording, return certified copies to:

Grantor

Advanced American Construction Properties, LLC
P. O. Box 83599
Portland, Oregon 97283
Attention: Dee Burch

Grantee

Oregon DEQ
2020 SW 4th Avenue, Suite 400
Portland, Oregon 97201
Attention: Mark Pugh

EASEMENT AND EQUITABLE SERVITUDE

This grant of Easement and acceptance of Equitable Servitude is made 3/7, 2008, between Advanced American Construction Properties, LLC ("**Grantor**") and the State of Oregon, acting by and through the Oregon Department of Environmental Quality ("**DEQ**" or "**Grantee**").

RECITALS

A. Grantor is the owner of certain real property located in Section 11, Township 1 North, Range 1 West of the Willamette Meridian within Multnomah County, Oregon in Multnomah County Tax Map, tax lots 500, 600, and 700 on Map # 11 1N 1W; tax lot 300 on Map # 11 1N 1W AC; and 100, 101, 500, 600, and 700 on Map #11 1N 1W DA (the "**Property**") the location of which is more particularly described in Attachment A to this Easement and Equitable Servitudes, and referenced under the name Marine Finance Company, ECSI # 2352 in the files of the Oregon Department of Environmental Quality (DEQ) Environmental Cleanup Program at the Northwest Region office located at 2020 SW 4th Avenue, Suite 400 Portland, Oregon 97201.

B. On November 16, 2004, DEQ executed a Prospective Purchaser Agreement (PPA) with the Grantor (Prospective Purchaser Agreement, DEQ No. 04-08, recorded in Multnomah County on 11/24/04, #2004-214423). The Scope of Work (SOW) required under the PPA included completion of a human health risk screening in addition to a Source Control Evaluation, and implementation of Source Control Measures or other actions as needed to protect the Willamette River from releases of hazardous substances from the Property, and to ensure the protection of future site workers. For purposes of the PPA, the affected Property includes only the land area located above the Ordinary High Water mark. Attachment B shows the site plan. The Source Control Measures implemented in accordance with the PPA include: 1) excavation and/or capping of soil exceeding source control screening criteria; 2) placement of excavated soil beneath the building foundation; 3) installation and monitoring of a storm water management system; and 4) placement of institutional controls on the Property to ensure the long-term effectiveness of the engineering controls. DEQ has prepared a Staff

Advanced American Construction Properties, LLC
Former Marine Finance Site
Page 1 of 6

RECORDED BY PACIFIC NW TITLE AS AN ACCOMMODATION
ONLY. NO LIABILITY IS ACCEPTED FOR THE CONDITION
OF TITLE OR FOR THE VALIDITY, SUFFICIENCY, OR
EFFECT OF THIS DOCUMENT.

Pacific NW Title 11-080-08

116

AAC004240

Memorandum, dated July 17, 2007 that summarizes the results of the site investigations, human health risk screening, and source control evaluation and measures, as well as the residual risks posed by contamination remaining at the Property.

C. On August 1, 2007, DEQ issued a public notice of its preliminary decision to issue a conditional No Further Action (NFA) remedial action decision for the site. No public comments were received on DEQ's proposed remedial action decision. Among other things, the conditional NFA decision requires the institutional and engineering controls that are set forth in Section 3 of this E&ES.

D. The provisions of this E&ES are intended to further the implementation of the selected remedial action and thereby protect human health and the environment.

1. DEFINITIONS

- 1.1 "Acceptable risk level" has the meaning set forth in Oregon Revised Statute (ORS) 465.315 and Oregon Administrative Rule (OAR) 340-122-0115.
- 1.2 "Beneficial use" has the meaning set forth in OAR 340-122-0115.
- 1.3 "DEQ" means the Oregon Department of Environmental Quality, and its employees, agents, and authorized representatives. "DEQ" also means any successor or assign of DEQ under the laws of Oregon, including but not limited to any entity or instrumentality of the State of Oregon authorized to perform any of the functions or to exercise any of the powers currently performed or exercised by DEQ.
- 1.4 "Ecological receptor" has the meaning set forth in OAR 340-122-0115.
- 1.5 "Engineering control" has the meaning set forth in OAR 340-122-0115.
- 1.6 "Hazardous substance" has the meaning set forth in ORS 465.200
- 1.7 "Owner" means any person or entity, including Grantor, who at any time owns, occupies, or acquires any right, title, or interest in or to any portion of the Property or a vendee's interest of record to any portion of the Property, including any successor, heir, assign or holder of title or a vendee's interest of record to any portion of the Property, excluding any entity or person who holds such interest solely for the security for the payment of an obligation and does not possess or control use of the Property.
- 1.8 "Property" means the real property described in Attachment A and shown on Attachment B to this Easement and Equitable Servitude.
- 1.9 "Source control criteria" means DEQ's Level II bioaccumulation screening level values for freshwater sediment and other criteria as contained in DEQ's/EPA's Portland Harbor Joint Source Control Strategy dated December 2005.

2. GENERAL DECLARATION

Grantor, in consideration of Grantee's approval of the Prospective Purchaser Agreement described above, grants to DEQ an Easement for access and accepts the Equitable Servitude described in this instrument and, in so doing, declares that the Property illustrated in Attachment B to this Easement and Equitable Servitude, is now subject to and shall in the future be conveyed, transferred, leased, encumbered, occupied, built upon, or otherwise used or improved, in whole or in part, subject to this Easement and Equitable Servitude. Each condition and restriction set forth in this Easement and Equitable Servitude touches and concerns the Property and the equitable servitude granted in Section 3 and easement granted in Section 4 below, shall run with the land for all purposes, shall be binding upon all current and future owners of the Property as set forth in this Easement and Equitable Servitude, and shall inure to the benefit of the State of Oregon. Grantor further conveys to DEQ the perpetual right to enforce the conditions and restrictions set forth in this Easement and Equitable Servitude.

3. EQUITABLE SERVITUDE (RESTRICTIONS ON USE)

3.1 Soil Cap Engineering Control Use Restrictions: Source Control Measures were implemented as part of site development between April 2005 and April 2006. With DEQ approval, soil containing concentrations of copper, lead and/or benzo(a)pyrene above source control criteria and/or human health risk-based concentrations was either excavated and placed under the foundation of the building, capped in place with imported fill and asphalt, or capped with a minimum of 2 feet of imported fill and gravel. Attachment B shows the location of these areas where maintenance of a cap is required to ensure these areas are not disturbed. These areas include soil: within a 15-foot radius of SS-7, 25-foot radius of SS12, 25-foot radius of SS-15, 25-foot radius of SS-16, and an approximate 175 feet x 60 rectangular area beneath the building. The latitude and longitude coordinates for these areas also are shown on Attachment B.

Except upon prior written approval from DEQ, Owner shall not conduct operations on the Property or use the Property in any way that will or likely will penetrate the soil cap (i.e., existing site pavement, gravel and structures) in those areas noted on Attachment B or jeopardize the soil cap's protective function as an engineering control that prevents exposure to contaminated soil, including without limitation any excavation, drilling, scraping, or erosion. In the event the Owner desires to develop the site or conduct activities that could affect the cap integrity, a site development plan will be required that describes the intended activity, the impacts to the protective cap, and how the cap will be restored to ensure protective site conditions. Any soil excavated or otherwise disturbed, whether currently located beneath a cap or not, shall be characterized, managed and disposed in accordance with Sections 6 and 7 of the Source Control Evaluation and Plan dated October 20, 2004.

3.2 **Land Use Restrictions:** The following operations and uses are prohibited on the Property: Growing food crops of any type.

3.3 **Use of the Property.** Owner shall not occupy or allow other parties to occupy the Property unless the controls listed in this Paragraph 3 are maintained. Reports, including photo-documentation, as applicable, shall be submitted to DEQ documenting that the restrictions and prohibitions of this Easement and Equitable Servitude are intact and continue to protect public health and the environment. The reports shall be submitted annually for the first 10 years after completion of source control measures, and every five years thereafter.

3.4 **Notice of Transfer.** Owner shall notify DEQ on or before the effective date (generally the closing date) of any conveyance, grant, gift, or other transfer, in whole or in part, of Owner's interest in or occupancy of the Property. Owner may, but is not required to, provide such notice before the effective date of any conveyance, grant, gift, or other transfer. If Owner elects to do so, Owner may assert a claim of confidentiality under the Oregon Public Records Law with respect to documents submitted with its notice. Upon written request by Owner, DEQ will treat documents for which a claim of confidentiality had been made in accordance with ORS 192.410 through 192.505 until the effective date of the conveyance, grant, gift, or other transfer. Owner shall also notify DEQ at least 10 days before the start of any development activities or change in use of the Property that might expose human or ecological receptors to hazardous substances at the Property. Notwithstanding the foregoing, Owner shall not commence any development inconsistent with the conditions or restrictions in this Paragraph 3 without prior written approval from DEQ as provided in Paragraph 3.1 or removal of the condition or restriction as provided in Paragraph 5.1 below.

3.5 **Zoning Changes.** Owner shall notify DEQ no less than thirty (30) days before petitioning for or filing of any document initiating a rezoning of the Property that would change the base zone of the Property under the Multnomah County zoning code or any successor code. As of the date of this Easement and Equitable Servitude, the base zone of the Property is IHIS. The IHIS zone is intended to provide for heavy industrial uses. The "is" denotes River Industrial Greenway and Scenic zoning overlays. The greenway overlay is to implement the land uses identified in the Willamette Greenway Plan and the water quality requirements of Metro to the extent they are applicable. The purpose of the scenic overlay is to protect Portland's significant scenic resources to the extent they are applicable.

3.6 **Cost Recovery.** Owner shall pay DEQ's costs for review and oversight of implementation of and compliance with the provisions in this E&ES. This E&ES shall constitute the binding agreement by the Owner and DEQ to reimburse DEQ for all such eligible review and oversight costs. These costs may include, but are not limited to, DEQ costs incurred for review of site development or other plans to ensure that, if the protective cap or barrier is disturbed, that it is restored to condition that fulfills its original intended purpose. As needed DEQ will establish a cost recovery account for tracking and

invoicing DEQ project costs. DEQ will provide Owner with a monthly statement and direct labor summary. DEQ costs will include direct and indirect costs. Direct costs include site-specific expenses and legal costs. Indirect costs are those general management and support costs of the State of Oregon and DEQ allocable to DEQ oversight of this E&ES and not charged as direct site-specific costs. Indirect charges are based on actual costs and are applied as a percentage of direct personal services costs.

4. EASEMENT (RIGHT OF ENTRY)

During reasonable hours and subject to reasonable security requirements, DEQ shall have the right to enter upon and inspect any portion of the Property to determine whether the requirements of this Easement and Equitable Servitude have been or are being complied with. DEQ shall have the right, privilege, and license to enter upon the Property at any time to abate, mitigate, or cure at the expense of the Owner the violation of any condition or restriction contained in this Easement and Equitable Servitude, provided DEQ first gives written notice of the violation to Owner describing what is necessary to correct the violation and Owner fails to cure the violation within the time specified in such notice, which time to cure shall equal or exceed fourteen (14) days. Any such entry by DEQ shall not be deemed a trespass, and DEQ shall not be subject to liability to Owner for such entry and any action taken to abate, mitigate, or cure a violation.

5. GENERAL PROVISIONS

5.1 Each condition and restriction contained in this Easement and Equitable Servitude shall be recited in any deed conveying the Property or any portion of the Property, and shall run with the land so burdened until such time as the condition or restriction is removed by written certification from DEQ, recorded in the Deed Records of the County in which the Property is located, certifying that the condition or restriction is no longer required in order to protect human health or the environment.

5.2 Upon the recording of this Easement and Equitable Servitude, all future Owners, as defined above, shall be conclusively deemed to have consented and agreed to every condition and restriction contained in this Easement and Equitable Servitude, whether or not any reference to this Easement and Equitable Servitude is contained in an instrument by which such person or entity occupies or acquires an interest in the Property.

5.3 Upon any violation of any condition or restriction contained in this Easement and Equitable Servitude, DEQ, in addition to the source control measures described above, may enforce this Easement and Equitable Servitude as provided in the Consent Judgment, or may seek any other available legal or equitable remedy to enforce this Easement and Equitable Servitude.

IN WITNESS WHEREOF Grantor and Grantee have executed this Easement and Equitable Servitude as of the date and year first set forth above.

GRANTOR: Advanced American Construction Properties, LLC

By: Marvin D. Burch Date: 3/24/08
Marvin D. Burch, President of Advanced American Construction Properties LLC

STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument is acknowledged before me this 24th day of March, 2008, by Marvin D. Burch, President of Advanced American Construction Properties, LLC on its behalf.



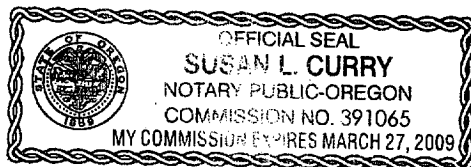
Deborah A. Kunze
NOTARY PUBLIC FOR OREGON
My commission expires: March 25, 2011

GRANTEE: State of Oregon, Department of Environmental Quality

By: Nina DeConcini Date: 3/7/08
Nina DeConcini, Administrator, Northwest Region

STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument is acknowledged before me this 7 day of March, 2008, by Nina Deconcini, Administrator of the Oregon Department of Environmental Quality, Northwest Region, on its behalf.



Susan L. Curry
NOTARY PUBLIC FOR OREGON
My commission expires: March 27, 2009

Order No. 10-1107979-28

PARCEL 1:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning on the north line of Block C, Springville, now vacated, with the intersection of the northeasterly line of the Spokane, Portland & Seattle Railway right-of-way; thence North 52° East 292.9 feet; thence North $38^{\circ} 46'$ West 70 feet; thence South 52° West 300.7 feet; thence South $45^{\circ} 06'$ East 70.53 feet to the place of beginning.

PARCEL 2:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the southeasterly corner of the tract of land conveyed to Portland Manufacturing Company by deed recorded April 8, 1936 in Book 332, Page 556, Deed Records, said point also being on the northerly line of the tract of land conveyed to L.A. Jacobsen by deed recorded May 24, 1921 in Book 853, Page 8, Deed Records; thence South 52° West along the northerly line of said Jacobsen tract 289 feet to the northeasterly line of the Northern Pacific Railroad right-of-way also referred to as the Spokane, Portland & Seattle Railway right-of-way; thence Northwesterly along said northeasterly right-of-way line to its intersection with the easterly extension of the southeasterly line of Ferry Street, said point also being the southwest corner of the tract of land conveyed to Multnomah County by deed recorded July 12, 1912 in Book 586, Page 347, Deed Records; thence North 52° East 292.9 feet to the low water mark of the Willamette River; thence Southeasterly along said low water mark to the place of beginning.

PARCEL 3:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a point on the northeasterly line of the Spokane, Portland & Seattle Railway right-of-way which is North 38° West 3.94 feet from the southeasterly line of Lot 2, Block 3, on the plat of Springville, recorded in Book G, Page 255, Deed Records; thence Northwesterly along said northeasterly right-of-way line 751.17 feet to a point which is North 38° West 753.94 feet from the southeast corner of aforesaid Lot 2; thence North 52° East parallel with the southeasterly line of said Lot 2, a distance of 289 feet to the harbor line of the Willamette River; thence South $48^{\circ} 13' 44''$ East along said harbor line 762.10 feet to a point which is North 52° East from the point of beginning; thence South 52° West 401.77 feet to the place of beginning.

EXCEPT that portion lying below the low water line of the Willamette River.

FURTHER EXCEPTING the tract of land conveyed to Multnomah County by deed recorded September 16, 1929 in Book 29, Page 28, Deed Records, described as follows:

Beginning at a point on the harbor line of the Willamette River which is 80 feet Northerly from, when measured at right angles to the centerline of N. Philadelphia Avenue, extended Westerly, said point also being 204 feet Southerly from the northeast corner of Parcel III as above described; thence Westerly parallel from the northeast corner of Parcel III as above described; thence Westerly parallel with the extended centerline of said street 100 feet; thence Southerly

at right angles 30 feet; thence Westerly parallel with the extended centerline of said street, 205 feet to a point on the northeasterly right-of-way line of the Spokane, Portland and Seattle Railway which is 50 feet Northerly from, when measured at right angles to, said extended street centerline; thence Southerly along said right-of-way line to a point which is 50 feet Southerly from, when measured at right angles to, said extended street centerline; thence Easterly parallel with the westerly extension of the centerline of N. Philadelphia Avenue 194 feet; thence Southerly at right angles 30 feet; thence Easterly, parallel with said extended street centerline 140 feet to a point on the harbor line which is 80 feet Southerly from, when measured at right angles to, said extended street centerline; thence Northerly along said harbor line 164.9 feet to the place of beginning.

ALSO TOGETHER WITH the following described tracts of land:

(A) All of the southeasterly 30 feet to the northwesterly 46.06 feet of Lots 2 and 9, Block 3, Springville, now vacated, lying Southwesterly of the northeasterly line of the Spokane, Portland and Seattle Railway right-of-way, EXCEPTING THEREFROM the portion thereof within said railroad right-of-way.

(B) A tract of land beginning at the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way North 38° West 33.94 feet from the southeasterly line of Lot 2, Block 3, Springville; thence Northwesterly along said right-of-way line 16.06 feet to a point distant North 38° West 50 feet from the southeast line of Lot 2, Block 3, Springville; thence South 52° West 125 feet, more or less, along a line distant North 38° West 50 feet and parallel with the southeasterly line of Lots 2 and 9, Block 3, Springville, to the northeasterly line of St. Helens Road (as existed in 1952); thence Southeasterly 16.06 feet, more or less, along said northeasterly line to an intersection of said northeast line with line North 38° West 33.94 feet from the southeasterly line of Lots 2 and 9, Block 3, Springville, extended Southwesterly; thence North 52° East 125 feet, more or less, to the point of beginning.

EXCEPT FROM ABOVE TRACTS A & B that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL 4:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the southwest corner of the tract of land conveyed to Multnomah County by deed recorded September 27, 1929 in Book 31, Page 288, Deed Records, said point lying in the northeasterly line of NW St. Helens Road (as existed in 1952) 142 feet Southeasterly measured along said road line, from its intersection with the northerly line, extended Westerly of Lots 3 and 8, Block 1, Springville, now vacated, said line also being the northerly line of Tax Lot 10 as shown by the 1940 Tax Roll; thence Southeasterly along the northeasterly line of NW St. Helens Road (as existed in 1952) to its intersection with the southeasterly line of the tract of land conveyed to L.O. Jacobsen by deed recorded November 5, 1929 in Book 39, Page 403, Deed Records, said line being parallel with and North 38° West 33.94 feet from the southeasterly line, and its southwesterly extension of Lots 2 and 9, Block 3, Springville; thence North 52° East along the southeasterly line of said Jacobsen tract 125 feet, more or less, to the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said right-of-way line to the southeasterly line of the above described Multnomah County tract; thence South 55° 48' West along said Southeasterly line 134 feet, more or less, to the place of beginning.

EXCEPTING THEREFROM a tract of land described as beginning at the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way North 38° West 33.94 feet from the southeasterly line of Lot 2, Block 3, Springville; thence Northwesterly along said right-of-way line 16.06 feet to a point distant North 38° West 50 feet from the southeast line of Lot 2,

Block 3, Springville; thence South 52° West 125 feet, more or less, along a line distant North 38° West 50 feet and parallel with the southeasterly line of Lots 2 and 9, Block 3, Springville, to the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly 16.06 feet, more or less, along said northeasterly line to an intersection of said northeast line with line North 38° West 33.94 feet from the southeasterly line of Lots 2 and 9, Block 3, Springville, extended Southwesterly; thence North 52° East 125 feet, more or less, to the point of beginning.

FURTHER EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL 5:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the intersection of the northwesterly line and its southwesterly extension of Lots 3 and 8, Block 1, Springville, now vacated, said line also being the northerly line of Tax Lot 10 as shown by the 1940 Tax Roll, with the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said northeasterly road line 26.6 feet to the northwest corner of the tract of land conveyed to Multnomah County by deed recorded September 27, 1929 in Book 31, Page 288, Deed Records; thence North $55^{\circ} 48'$ East along the northwesterly line of said tract 128 feet, more or less, to the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said southwesterly right-of-way line to the northwesterly line of aforesaid Lot 3, Block 1, Springville; thence Southwesterly along said northwesterly line and its southwesterly extension of Lots 3 and 8, Block 1, Springville, now vacated, to the place of beginning.

EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL 6:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the intersection of the southeasterly line of Lot 2, Block 1, Springville, now vacated, with the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said right-of-way line to the northwesterly line of Block C, Springville, now vacated; thence Southwesterly along said northwesterly block line and its southwesterly extension to the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said northeasterly road line to its intersection with the southwesterly extension of the southeasterly line of Lot 9, Block 1, Springville, now vacated; thence Northeasterly to the point of beginning; TOGETHER WITH the right to use the roadway under the West end of the St. Johns Bridge.

EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

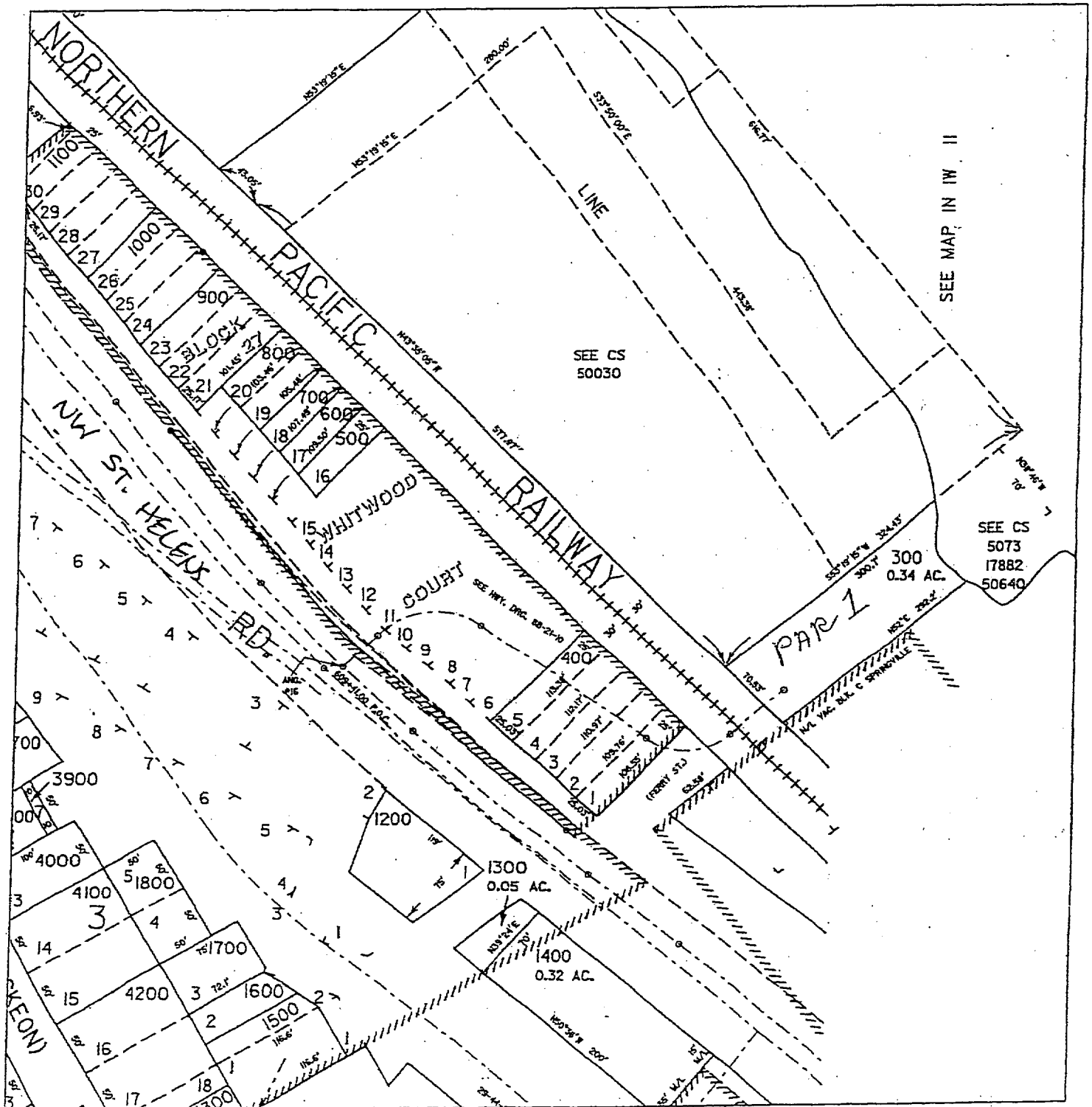


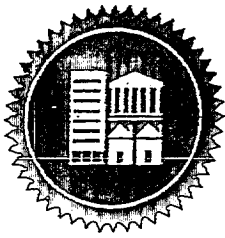
Fidelity National Title Company of Oregon

Map # 1N1W11AC 300



The drawing below is copied from the public records and is provided solely for the purpose of assisting in locating the premises. Fidelity National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.



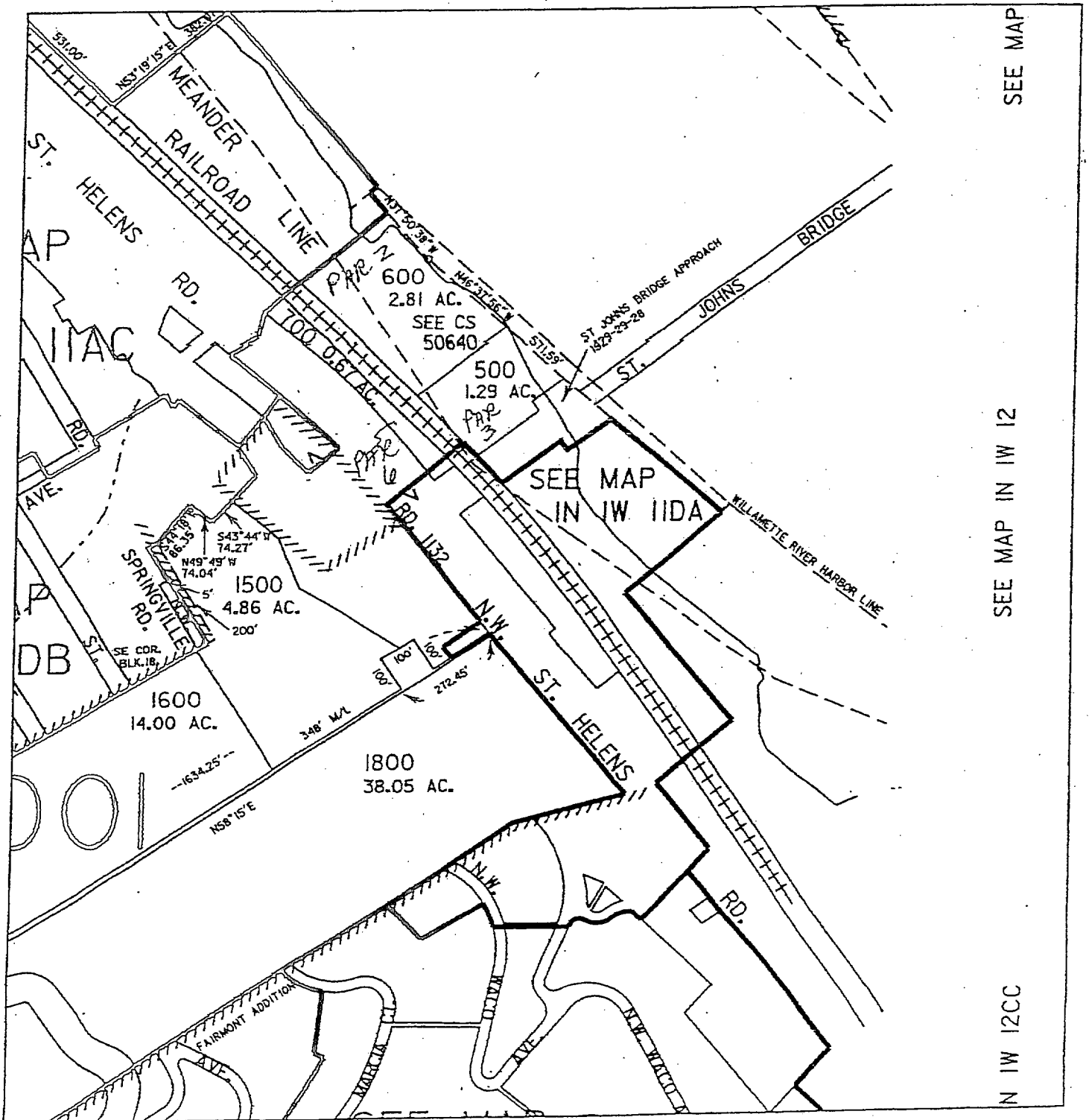


Fidelity National Title Company of Oregon

Map # 1N1W11 500,600,700



The drawing below is copied from the public records and is provided solely for the purpose of assisting in locating the premises. Fidelity National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.



N 1W 12CC

Legal Description of St. Helens Property

PARCEL 1: A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning on the North line of Block C, SPRINGVILLE, now vacated, with the intersection of the Northeasterly line of the Spokane, Portland & Seattle Railway right of way; thence North 52° East 292.9 feet; thence North 38° 46' West 70 feet; thence South 52° West 300.7 feet; thence South 45° 06' East 70.53 feet to the place of beginning.

PARCEL 2: A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at the Southeasterly corner of the tract of land conveyed to Portland Manufacturing Company by Deed recorded April 8, 1936 in Book 332 page 556, Deed Records, said point also being on the Northerly line of the tract of land conveyed to L.A. Jacobsen by Deed recorded May 24, 1921 in Book 853 page 8, Deed Records; thence South 52° West along the Northerly line of said Jacobsen Tract 289 feet to the Northeasterly line of the Northern Pacific Railroad right of way also referred to as the Spokane, Portland & Seattle Railway right of way; thence Northwestwardly along said Northeasterly right of way line to its intersection with the Easterly extension of the Southeasterly line of Ferry Street, said point also being the Southwest corner of the tract of land conveyed to Multnomah County by Deed recorded July 12, 1912 in Book 586 page 347, Deed Records; thence North 52° East 292.9 feet to the low water mark of the Willamette River; thence Southeasterly along said low water mark to the place of beginning; SUBJECT TO any rights of the public in and to the portion thereof within the public square, now vacated, as shown on the plat of Springville recorded in Book G page 255, Deed Records.

PARCEL 3: A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point on the Northeasterly line of the Spokane, Portland & Seattle Railway right of way which is North 38° West 3.94 feet from the Southeasterly line of Lot 2, Block 3, on the plat of Springville, recorded in Book G page 255, Deed Records; thence Northwestwardly along said Northeasterly right of way line 751.17 feet to a point which is North 38° West 753.94 feet from the Southeast corner of the aforesaid Lot 2; thence North 52° East parallel with the Southeasterly line of said Lot 2, a distance of 289 feet to the harbor line of the Willamette River; thence South 48° 13' 44" East along said harbor line 762.10 feet to a point which is North 52° East from the point of beginning; thence South 52° West 401.77 feet to the place of beginning; EXCEPT that portion lying below the low water line of the Willamette River; ALSO EXCEPT THEREFROM the portion thereof within NW Front Avenue, as presently established and located and FURTHER EXCEPT THEREFROM the tract of land conveyed to Multnomah County by Deed recorded September 16, 1929 in Book 29 page 28, Deed Records, and being described as follows:

Beginning at a point on the harbor line of the Willamette River which is 80 feet Northerly from, when measured at right angles to the center line of N. Philadelphia Avenue, extended Westerly, said point also being 204 feet Southerly from the Northeast corner of Parcel 3 as above described; thence Westerly parallel with the extended center line of said street 100 feet; thence Southerly at right angles 30 feet; thence Westerly parallel with the extended center line of said

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1 street, 205 feet to a point on the Northeasterly right of way line of the Spokane, Portland &
2 Seattle Railway which is 50 feet Northerly from, when measured at right angles to, said extended
3 street center line; thence Southerly along said right of way line to a point which is 50 feet
4 Southerly from, when measured at right angles to, said extended street center line; thence
5 Easterly parallel with the Westerly extension of the center line of N. Philadelphia Avenue 194
6 feet; thence Southerly at right angles 30 feet; thence Easterly, parallel with said extended street
7 center line 140 feet to a point on the harbor line which is 80 feet Southerly from, when measured
8 at right angles to, said extended street center line; thence Northerly along said harbor line 164.9
9 feet to the place of beginning.

10 PARCEL 4: The following described tracts of land situated in Section 11, Township 1 North,
11 Range 1 West, of the Willamette Meridian, in the City of Portland, County of Multnomah and
12 State of Oregon:

13 A) All of the Southeasterly 30 feet of the Northwesternly 46.06 feet of Lots 2 and 9, Block 3,
14 SPRINGVILLE, now vacated, lying Southwesterly of the Northeasterly line of the Spokane,
15 Portland & Seattle Railway right of way, EXCEPT THEREFROM the portion thereof within
16 said railroad right of way.

17 B) A tract of land beginning at the Southwesterly line of the Spokane, Portland & Seattle
18 Railway right of way North 38° West 33.94 feet from the Southeasterly line of Lot 2, Block 3,
19 SPRINGVILLE; thence Northwesternly along said right of way line 16.06 feet to a point distant
20 North 38° West 50 feet from the Southeast line of Lot 2, Block 3, SPRINGVILLE; thence South
21 52° West 125 feet, more or less, along a line distant North 38° West 50 feet and parallel with the
22 Southeasterly line of Lots 2 and 9, Block 3, SPRINGVILLE, to the Northeasterly line of St.
23 Helens Road (as existed in 1952); thence Southeasterly 16.05 feet, more or less, along said
24 Northeasterly line to an intersection of said Northeast line with line North 38° West 33.94 feet
25 from the Southeasterly line of Lots 2 and 9, Block 3, SPRINGVILLE, extended Southwesterly;
26 thence North 52° East 125 feet, more or less, to the point of beginning.

EXCEPT FROM ABOVE TRACTS A AND B that portion acquired by the State of Oregon by
and through its State Highway Commission Circuit Court Case No. 282435, Multnomah County,
Oregon.

PARCEL 5: A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette
Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as
follows:

Beginning at the Southwest corner of the tract of land conveyed to Multnomah County by deed
recorded September 27, 1929 in Book 31 page 288, Deed Records, said point lying in the
Northeasterly line of NW St. Helens Road (as existed in 1952) 142 feet Southeasterly measured
along the said road line, from its intersection with the Northerly line, extended Westerly of Lots
3 and 8, Block 1, SPRINGVILLE, now vacated, said line also being the Northerly line of Tax
Lot 10 as shown by the 1940 Tax Roll; thence Southeasterly along the Northeasterly line of NW
St. Helens Road (as existed in 1952) to its intersection with the Southeasterly line of the tract of
land conveyed L.O. Jacobsen by Deed recorded November 5, 1929 in Book 39 page 403, Deed
Records, said line being parallel with and North 38° West 33.94 feet from the Southeasterly line,
and its Southwesterly extension of Lots 2 and 9, Block 3, SPRINGVILLE; thence North 52° East
along the Southeasterly line of said Jacobsen tract 125 feet, more or less, to the Southwesterly
line of the Spokane, Portland & Seattle Railway right of way; thence Northwesternly along said
right of way line to the Southeasterly line of the above described Multnomah County tract;
thence South 55° 48' West along said Southeasterly line 134 feet, more or less, to the place of
beginning.

EXCEPT THEREFROM a tract of land beginning at the Southwesterly line of the Spokane,

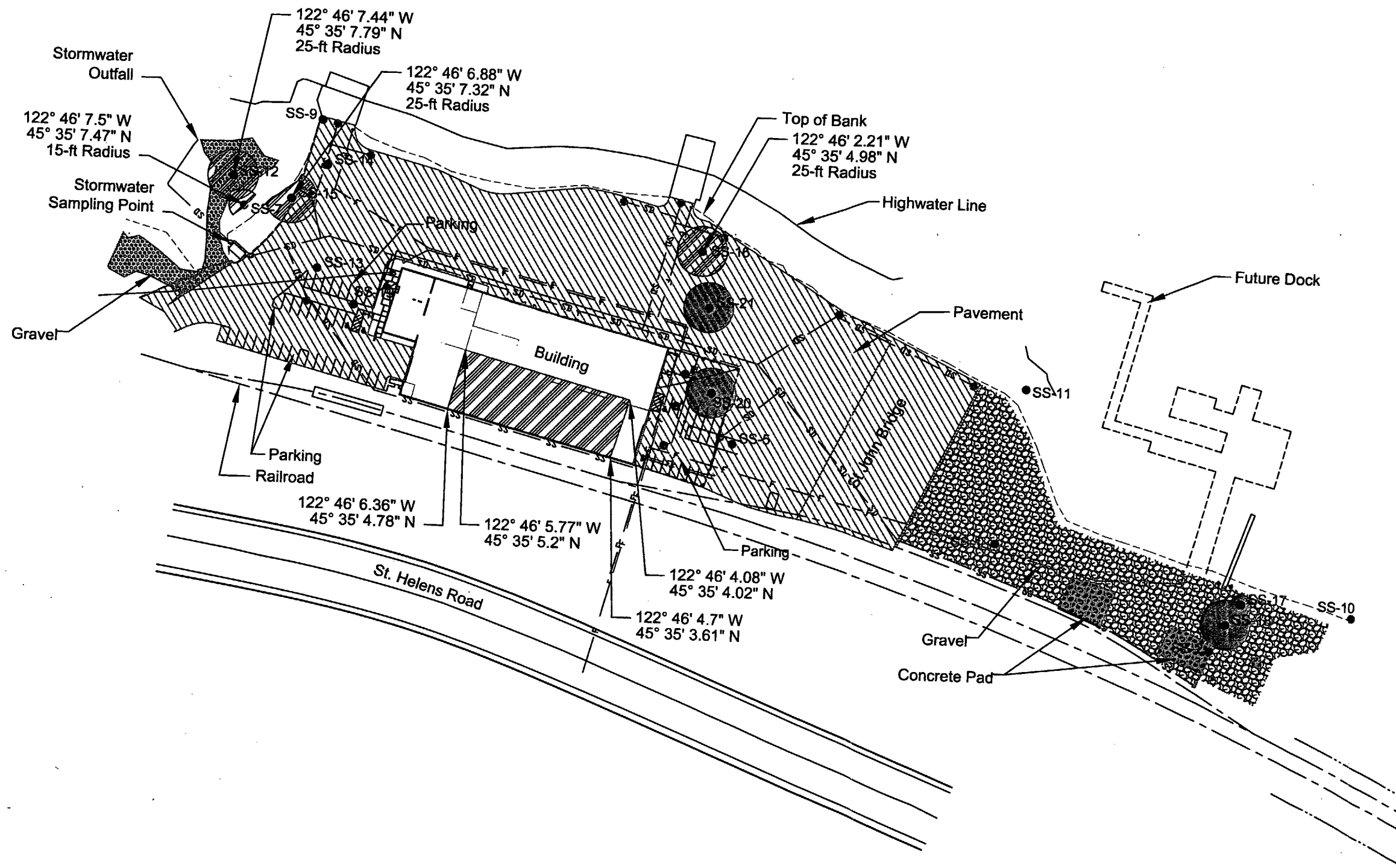
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- 1 Portland & Seattle Railway right of way North 38° West 33.94 feet from the Southeastly line
2 of Lot 2, Block 3, SPRINGVILLE; thence Northwestly along said right of way line 16.06 feet
3 to a point distant North 38° West 50 feet from the Southeast line of Lot 2, Block 3,
4 SPRINGVILLE; thence South 52° West 125 feet, more or less, along a line distant North 38°
5 West 50 feet and parallel with the Southeastly line of Lots 2 and 9, Block 3, SPRINGVILLE,
6 to the Northeastly line of St. Helens Road (as existed in 1952); thence Southeastly 16.06 feet,
7 more or less, along said Northeastly line to an intersection of said Northeast line with line
8 North 38° West 33.94 feet from the Southeastly line of Lots 2 and 9, Block 3, SPRINGVILLE,
9 extended Southwestly; thence North 52° East 125 feet, more or less, to the point of beginning.
- 10 EXCEPT THEREFROM that portion acquired by the State of Oregon by and through its State
11 Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.
- 12 PARCEL 6: A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette
13 Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly
14 described as follows:
- 15 Beginning at the intersection of the Northwestly line and its Southwestly extension of Lots 3
16 and 8, Block 1, SPRINGVILLE, now vacated, said line also being the Northerly line of Tax Lot
17 10 as shown by the 1940 Tax Roll, with the Northeastly line of NW St. Helens Road (as
18 existed in 1952); thence Southeastly along said Northeastly road line 26.6 feet to the
19 Northwest corner of the tract of land conveyed to Multnomah County by Deed recorded
20 September 27, 1929 in Book 31 page 288, Deed Records; thence North 55° 48' East along the
21 Northwestly line of said tract 128 feet, more or less, to the Southwestly line of the Spokane,
22 Portland & Seattle Railway right of way; thence Northwestly along said Southwestly right of
23 way line to the Northwestly line of the aforesaid Lot 3, Block 1, SPRINGVILLE; thence
24 Southwestly along said Northwestly line and its Southwestly extension of Lots 3 and 8,
25 Block 1, SPRINGVILLE, now vacated, to the place of beginning.
- 26 EXCEPT THEREFROM that portion acquired by the State of Oregon, by and through its State
Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.
- PARCEL 7: A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette
Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly
described as follows:
- Beginning at the intersection of the Southeastly line of Lot 2, Block 1, SPRINGVILLE, now
vacated, with the Southwestly line of the Spokane, Portland & Seattle Railway right of way;
thence Northwestly along said right of way line to the Northwestly line of Block C,
SPRINGVILLE, now vacated; thence Southwestly along said Northwestly block line and its
Southwestly extension to the Northeastly line of NW St. Helens Road (as existed in 1952);
thence Southeastly along said Northeastly road line to its intersection with the Southwestly
extension of the Southeastly line of Lot 9, Block 1, SPRINGVILLE, now vacated; thence
Northeastly to the point of beginning; TOGETHER WITH the right to use the roadway under
the West end of the St. Johns Bridge.
- EXCEPT THEREFROM that portion acquired by the State of Oregon, by and through its State
Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.
- 24
- 25
- 26

11-03-04

Figure 3
Site Development
and Utilities

Advanced American
Construction Properties, LLC
Portland, Oregon



Legend:

● Surface Soil Sample Location

● Areas That Were Capped in Place. SS-17 and SS-18 were capped with up to 5 feet of imported fill and gravel. SS-20 and SS-21 were capped with up to 3 feet of imported fill and gravel and paved.

— SD — Stormwater Lines

— SS — Sanitary Lines

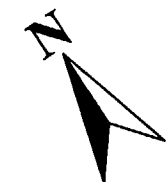
— F — Firewater Lines

▨ Pavement (At Least 6" of Rock and 4" of Asphalt and in Some Areas Underlain by Imported Fill)

▨ Gravel Underlain by Imported Fill

▨ Soil with concentrations exceeding source control criteria were excavated and placed the under building foundation (~535 cubic yards) or capped in place where shown

Note:
 Base map from drawings provided by
 Group Mackenzie on April 4, 2005.



0 120 240
 FEET

MAUL
FOSTER
ALONGI INC.
 ENVIRONMENTAL & ENGINEERING CONSULTANTS
 SEASIDE, WA | PORTLAND, OR | 503.251.1111

Department of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301-1279
☎ 503-378-3805

RECEIVED
JUN 22 2007

Permit No.:	36973-FP Renewal
Permit Type:	Fill
Waterway:	Willamette River
County:	Multnomah
Expiration Date:	August 15, 2008
Corps No.:	2005-00731

NOTICE:
This Permit
Must Be On
Work Site
ADVANCED AMERICAN CONSTRUCTIONS INC.

IS AUTHORIZED IN ACCORDANCE WITH ORS 196.800 TO 196.990 TO PERFORM THE OPERATIONS DESCRIBED IN THE ATTACHED COPY OF THE APPLICATION, SUBJECT TO THE SPECIAL CONDITIONS LISTED ON ATTACHMENT A AND TO THE FOLLOWING GENERAL CONDITIONS:

1. This permit does not authorize trespass on the lands of others. The permit holder shall obtain all necessary access permits or rights-of-way before entering lands owned by another.
2. This permit does not authorize any work that is not in compliance with local zoning or other local, state, or federal regulation pertaining to the operations authorized by this permit. The permit holder is responsible for obtaining the necessary approvals and permits before proceeding under this permit.
3. All work done under this permit must comply with Oregon Administrative Rules, Chapter 340; Standards of Quality for Public Waters of Oregon. Specific water quality provisions for this project are set forth on Attachment A.
4. Violations of the terms and conditions of this permit are subject to administrative and/or legal action which may result in revocation of the permit or damages. The permit holder is responsible for the activities of all contractors or other operators involved in work done at the site or under this permit.
5. A copy of the permit shall be available at the work site whenever operations authorized by the permit are being conducted.
6. Employees of the Department of State Lands and all duly authorized representatives of the Director shall be permitted access to the project area at all reasonable times for the purpose of inspecting work performed under this permit.
7. Any permit holder who objects to the conditions of this permit may request a hearing from the Director, in writing, within twenty-one (21) calendar days of the date this permit was issued.
8. In issuing this permit, the Department of State Lands makes no representation regarding the quality or adequacy of the permitted project design, materials, construction, or maintenance, except to approve the project's design and materials, as set forth in the permit application, as satisfying the resource protection, scenic, safety, recreation, and public access requirements of ORS Chapters 196, 390 and related administrative rules.
9. Permittee shall defend and hold harmless the State of Oregon, and its officers, agents, and employees from any claim, suit, or action for property damage or personal injury or death arising out of the design, material, construction, or maintenance of the permitted improvements.

NOTICE: If removal is from state-owned submerged and submersible land, the applicant must comply with leasing and royalty provisions of ORS 274.530. If the project involves creation of new lands by filling on state-owned submerged or submersible lands, you must comply with ORS 274.905 - 274.940. This permit does not relieve the permittee of an obligation to secure appropriate leases from the Department of State Lands, to conduct activities on state-owned submerged or submersible lands. Failure to comply with these requirements may result in civil or criminal liability. For more information about these requirements, please contact the Department of State Lands, 503-378-3805.

Michael Morales, W Region Manager
Wetlands & Waterways Conservation Div
Oregon Department of State Lands



Authorized Signature

June 13, 2007

Date Issued

ATTACHMENT A

Permittee: Advanced American Construction Inc.

Special Conditions for Removal/Fill

PLEASE READ AND BECOME FAMILIAR WITH CONDITIONS OF YOUR PERMIT. This project may be site inspected by the Department of State Lands as part of our monitoring program. The Department has the right to stop or modify the project at any time if you are not in compliance with these conditions. A copy of this permit shall be available at the work site whenever authorized operations are being conducted.

1. This permit authorizes the placement of up to 9 cubic yards of riprap and the placement of up to 36 lineal feet of sheet pile and 2 pilings, in T 01N, R 01W, Section 11, Tax Lots 100, 300, 500 and 600 in the Willamette River, River Mile 5.75, Multnomah County, as outlined in the attached permit application, map and drawings, dated July 18, 2006.
2. **TURBIDITY/EROSION CONTROLS.** The authorized work shall not cause turbidity of affected waters to exceed 10% over natural background turbidity 100 feet downstream of the fill point. For projects proposed in areas with no discernible gradient break (gradient of 2% or less), monitoring shall take place at 4 hour intervals and the turbidity standard may be exceeded for a maximum of one monitoring intervals per 24 hour work period provided all practicable control measures have been implemented. This turbidity standard exceedance intervals applies only to coastal lowlands and floodplains, valley bottoms and other low-lying and/or relatively flat land.

For projects in all other areas, the turbidity standard can be exceeded for a maximum of 2 hours (limited duration) provided all practicable erosion control measures have been implemented. These projects may also be subject to additional reporting requirements.

Turbidity shall be monitored during active in-water work periods. Monitoring points shall be at an undisturbed site (representative background) 100 feet upstream from the turbidity causing activity (i.e., fill or discharge point), 100 feet downstream from the fill point, and at the point of fill. A turbidimeter is recommended, however, visual gauging is acceptable. Turbidity that is visible over background is considered an exceedance of the standard.

The following erosion control measures (and others as appropriate) shall be observed:

- a. Filter bags, sediment fences, sediment traps or catch basins, leave strips or berms, or other measures shall be used sufficient to prevent movement of soil from uplands into waterways or wetlands.
- b. To prevent erosion, use of compost berms, impervious materials or other equally effective methods, shall be used to protect soil stockpiled during rain events or when the stockpile site is not moved or reshaped for more than 48 hours.
- c. Erosion control measures shall be inspected and maintained daily, or more frequently as necessary, to ensure their continued effectiveness and shall remain in place until all exposed soil is stabilized.
- d. Unless part of the authorized permanent fill, all construction access points through, and staging areas in, riparian or wetland areas shall use removable pads or mats to prevent soil compaction. However, in some wetland areas under dry summer conditions, this requirement

may be waived upon approval by DSL. At project completion, disturbed areas with soil exposed by construction activities shall be stabilized by mulching and native vegetative plantings/seeding. Sterile grass may be used instead of native vegetation for temporary sediment control. If soils are to remain exposed more than seven days after completion of the permitted work, they shall be covered with erosion control pads, mats or similar erosion control devices until vegetative stabilization is installed.

- e. Where vegetative erosion control is being done on cut slopes steeper than 1H:2V, a tackified seed mulch shall be used so the seed does not wash away before germination and rooting.
 - f. Dredged or other excavated material shall be placed on upland areas having stable slopes and shall be prevented from eroding back into waterways or wetlands.
3. Erosion control measures shall be maintained as necessary to ensure their continued effectiveness, until soils become stabilized. All erosion control structures shall be removed when project is complete and soils are stabilized and vegetated.
4. HAZARDOUS, TOXIC AND WASTE MATERIALS. Petroleum products, chemicals, fresh cement sandblasted material and chipped paint or other deleterious waste materials shall not be allowed to enter waters of the state. No wood treated with leach able preservatives shall be placed in the waterway. Machinery refueling is to occur off-site or in a confined designated area to prevent spillage into waters of the state. Project-related spills into water of the state or onto land with a potential to enter waters of the state shall be reported to the Oregon Emergency Response System (OERS) at 1-800-452-0311.
5. Riprap/rock sills shall be placed under these conditions:
- a) Only clean, erosion resistant rock from an upland source shall be used as riprap. No broken concrete or asphalt shall be used.
 - b) Riprap rock shall be placed in a manner that does not increase the upland surface area.
 - c) Riprap shall be placed in a way as to minimize impacts to the active stream channel.
 - d) Gravel or filter fabric should be placed behind the riprap rock, including the toe trench rock, as a filter blanket.
 - e) Bioengineering designs, such as willow stakes, shall be utilized.
 - f) All riprap rock shall be placed, not dumped, from above the bank line.
6. Pilings must be piles fitted with devices to effectively prevent perching by piscivorous bird species;
7. Pilings must be placed from a barge-mounted or above top-of-bank position. If barge-mounted, barge shall not at any time be grounded on the bed or banks.
8. Pilings must be placed by means of impact or vibratory methods or removed (to the extent regulated as material pursuant to OAR 141-085-0010(125)) by means of vibratory method only.
9. Sound attenuation measures, such as vibration dampeners and bubble curtains shall be used during piling installation.
10. All exposed soils shall be stabilized during and after construction in order to prevent erosion and sedimentation.

11. No removal of vegetation or heavy equipment operating or traversing shall occur outside the designated construction footprint.
12. Woody vegetation removed or destroyed as a result of the project shall be replaced with native trees and shrubs at a ratio of 2 to 1.
13. When listed species are present, the authorization holder must comply with the Federal Endangered Species Act. If previously unknown listed species are encountered during the project, the authorization holder shall contact the appropriate agency as soon as possible.
14. If any archaeological resources and/or artifacts are uncovered during excavation, all construction activity shall immediately cease. The State Historic Preservation Office shall be contacted (phone: 503-986-0669).
15. The permit holder shall notify the Department in writing of any operating conditions imposed by other required permits that would be inconsistent with the approved plan of operation. The Department will review these requirements and, if appropriate to ensure compliance with state regulations, require modification of the approved work plan and/or revise the conditions of this permit.
16. The permittee is responsible for carrying-out the terms and conditions of this permit unless the permit is transferred to another party as approved by the Department.
17. The Department of State Lands retains the authority to temporarily halt or modify the project in case of unforeseen damage to natural resources.

Renewed: June 13, 2007

G:\WWC\AttachmentAwestLAS\FP Fill Permits\36973-07-FP.doc



**US Army Corps
Of Engineers (Portland District)**

Joint Permit Application Form

RECEIVED



DIVISION OF STATE LANDS
REMITTANCE **\$375.00**
DATE STAMP

AGENCIES WILL ASSIGN NUMBERS

Corps Action ID Number 200500731

Oregon Department of State Lands No [Click & Type]

SEND ONE SIGNED COPY OF YOUR APPLICATION TO EACH AGENCY

District Engineer
ATTN: CENWP-OD-GP
PO Box 2946
Portland, OR 97208-2946
503-808-4373

AND

West of the Cascades:
State of Oregon
Department of State Lands
PO Box 4395, Unit 18
Portland, OR 97208-4395
503-378-3805

OR

East of the Cascades:
State of Oregon
Department of State Lands
1645 NE Forbes Road, Suite 112
Bend, Oregon 97701
541-388-6112

(1) Applicant Name and Address	Marvin D. Burch, President Advanced American Construction, Inc. 8444 NW St. Helens Road (P.O. Box 83599) Portland, OR 97231 (97283)	Business Phone # (503) 445-9000 Home Phone# [Click & Type] FAX # (503) 546-3031 E-mail: deeb@callaac.com
Authorized Agent Name and Address (Signature required in Block 9) <input type="checkbox"/> Consultant <input type="checkbox"/> Contractor	[Click & Type. Note: Type X in check boxes]	Business Phone # [Click & Type] Home Phone# [Click & Type] FAX # [Click & Type] E-mail: [Click & Type]
Property Owner Name and Address (If different than applicant) ¹	[Click & Type]	Business Phone # [Click & Type] Home Phone# [Click & Type] FAX # [Click & Type] E-mail: [Click & Type]

(2) PROJECT LOCATION												
Street, Road or other descriptive location 8444 N.W. St. Helen's Road Portland, Oregon 97231		Legal Description (attach tax lot map*) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Quarter/Quarter</td> <td style="width: 25%;">Section</td> <td style="width: 25%;">Township</td> <td style="width: 25%;">Range</td> </tr> <tr> <td>[C&T]</td> <td>11</td> <td>1N</td> <td>1W</td> </tr> </table>			Quarter/Quarter	Section	Township	Range	[C&T]	11	1N	1W
Quarter/Quarter	Section	Township	Range									
[C&T]	11	1N	1W									
In or Near (City or Town) Portland	County Multnomah	Tax Map # 1N1W11	Tax Lot # ² 600, 500, and 100									
Wetland/Waterway Name (pick one) Willamette River	River Mile (if known) WRM 5.75	Latitude [Click & Type]	Longitude [Click & Type]									
Do you consent to allow Corps or Dept. of State Lands staff to enter into the above-described property? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								

(3) PROPOSED PROJECT INFORMATION									
Type: <input checked="" type="checkbox"/> Fill <input type="checkbox"/> Excavation (removal) <input checked="" type="checkbox"/> In-Water Structure <input checked="" type="checkbox"/> Maintain/Repair an Existing Structure									
Brief Description:		Installed approx. 36 LF sheet pile and two, 12" x 60' steel pipe piles to stabilize bank and existing structures in two locations; placed approx. 20 CY of well-grade gravel on bank; and pushed approx. 9 CY near bank below OHW.							
Fill									
<input type="checkbox"/> Riprap <input type="checkbox"/> Rock <input checked="" type="checkbox"/> Gravel <input type="checkbox"/> Sand <input type="checkbox"/> Silt <input type="checkbox"/> Clay <input type="checkbox"/> Organics <input type="checkbox"/> Other: [Click & Type] Sheet and Pipe Pile									
Wetlands		Total (cy) [Click & Type]	Permanent (cy) [Click & Type]	Temporary (cy) [Click & Type]	Impact Area in Acres [Click & Type]				
Waters below OHW		Total (cy) Approx. 9	Permanent (cy) Approx. 9	Temporary (cy) [Click & Type]	Impact Area in Acres [Click & Type]				
Removal									
<input type="checkbox"/> Riprap <input type="checkbox"/> Rock <input type="checkbox"/> Gravel <input type="checkbox"/> Sand <input type="checkbox"/> Silt <input type="checkbox"/> Clay <input type="checkbox"/> Organics <input type="checkbox"/> Other: [Click & Type]									
Wetlands		Total (cy) [Click & Type]	Permanent (cy) [Click & Type]	Temporary (cy) [Click & Type]	Impact Area in Acres [Click & Type]				
Waters below OHW		Total (cy) [Click & Type]	Permanent (cy) [Click & Type]	Temporary (cy) [Click & Type]	Impact Area in Acres [Click & Type]				

¹ If applicant is not the property owner, permission to conduct the work must be attached.

² Attach a copy of all tax maps with the project area highlighted.

* Italicized areas are not required by the Corps for a complete application, but may be necessary prior to final permit decision by the Corps.

Waters below OHW	Total (cy)	[Click & Type]	Permanent (cy)	[Click & Type]	Temporary (cy)	[Click & Type]		
	Impact Area in Acres	[Click & Type]		Dimensions (feet)	L'	[C&T]	W'	[C&T] H' [C&T]
Is the disposal area upland?	<input type="checkbox"/> Yes	<input type="checkbox"/> No N/A	Impervious surface created?	<input type="checkbox"/> <1 acre?	<input type="checkbox"/> >1 acre?	N/A		
Are you aware of any state or federal Endangered Species on the project site?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, please explain in the project description (in block 4)					
Are you aware of any Cultural/Historic Resources on the project site?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No						
Is the project site within a national Wild & Scenic River?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No						
Is the project site within a state Scenic Waterway? *								

(4)

PROPOSED PROJECT PURPOSE & DESCRIPTION

Project Purpose and Need:

*Provide a description of the public, social or economic benefits of the project along with any supporting formal actions of a public body (e.g. city council, special district board), as appropriate. **

This application is for an "after-the-fact permit" for piling and fill at our industrial property at the address noted above as provided for in the February 13, 2006 letter from Donald Borda, Acting Chief, Regulatory Branch, Corps of Engineers.

Our property has been in operation as a marine contractor's yard or other water-related businesses for over 70 years. Advanced American Construction, Inc. is a heavy, civil, marine contractor. We purchased the property in November 2004 and relocated our floating equipment to the site. In July 2005, we received permits from the City of Portland to redevelop the site with site improvements and a new, 40,000 square foot building for our headquarters. We received a Certificate of Occupancy from the City of Portland on April 18, 2006 and opened our doors for business May 8, 2006. Our development has cleaned up what was declared an "orphan" site by DEQ in the Portland Harbor Superfund area and put the land back in productive, industrial use with a state-of-the-art facility.

The sheet pile and gravel were placed to repair and provide safe access to and from the existing docks serving the property and comply with the City-approved development plans, including grading and site drainage. In addition to development approvals from the City of Portland, including proper zoning, a Greenway Permit, and a NPDES Permit, we have a Prospective Purchaser's Agreement (PPA) with DEQ, a waterway lease with DSL, and a pending "maintenance and repair permit with the Corps (#200500651).

Project Description: Include the following information:

- ☐ Volumes and acreages of all fill and removal activities in waterway or wetland separately
- ☐ Permanent and temporary impacts
- ☐ Types of materials (e.g., gravel, silt, clay, etc.)
- ☐ How the project will be accomplished (i.e., describe construction methods)
- ☐ For work in waterways where fish are likely to be present, complete and attach a plan to isolate the work area from the flowing water. (See the Section A of the Resource Plan Guidance Document.)
- ☐ If native migratory fish are present (or were historically present) and you are installing, replacing or abandoning a culvert or other potential obstruction to fish passage, complete and attach a statement of how the Fish Passage Requirements, set by the Oregon Department of Fish and Wildlife will be met. (See Section B of the Resource Plan Guidance Document.)
- ☐ For fish habitat or wetland restoration or enhancement activities, complete the supplemental Fish Habitat or Wetland Restoration and Enhancement form

Endangered Species (Threatened): Lower Columbia River Chinook, Upper Willamette River Chinook, Columbia River Chum, Lower Columbia River Steelhead, and Upper Willamette River Steelhead.

Work occurred at two locations during the months of October through December 2005. At the south high dock, we removed broken concrete and rubble behind the dock, drove 25 LF of approximately 22.6' AZ 48 sheet pile, and backfilled with clean, cobble rock to comply with City-approved grading plan and facilitate drainage away from the bank and river back into the approved storm water system. Approximately 20 cy of clean, well-grade gravel rock was placed on the bank below the sheet pile wall and approximately 9 cy was spilled below the OHW in the process. At the southern end of our site, we drove 11LF of 10" AZ 48 sheet pile and two, 12" x 60' pile piles to facilitate personnel access to ramp down to moorage in the marina. The work was limited to the minimum area necessary to complete the project.

* *Italicized areas are not required by the Corps for a complete application, but may be necessary prior to final permit decision by the Corps.*

Project Drawings:

State the number of project drawing sheets included with this application: [Click & Type]

A complete application must include a location map, site plan, cross-section drawings and recent aerial photo as follows and as applicable to the project:

- ☐ **Location map** (must be legible with street names)
- ☐ **Site plan** including
 - ☐ Entire project site and activity areas
 - ☐ Existing and proposed contours
 - ☐ Location of ordinary high water, wetland boundaries or other jurisdictional boundaries
 - ☐ Identification of temporary and permanent impact areas within waterways or wetlands
 - ☐ Location of staging areas
 - ☐ Location of construction access
 - ☐ Location of cross section(s), as applicable
 - ☐ Location of mitigation area, if applicable
- ☐ **Cross section drawing(s)** including
 - ☐ Existing and proposed elevations
 - ☐ Ordinary high water and/or wetland boundary or other jurisdictional boundaries
- ☐ **Recent Aerial photo** (1:200, or if not available for your site, the highest resolution available)

Will any construction debris, runoff, etc., enter a wetland or waterway? ☐ Yes ☒ No

If yes, describe the type of discharge and show the discharge location on the site plan.

Estimated Project Start Date: October 3, 2005

Estimated Project Completion Date: December 30, 2005

• *Italicized areas are not required by the Corps for a complete application, but may be necessary prior to final permit decision by the Corps.*

(5)

PROJECT IMPACTS AND ALTERNATIVES

Describe alternative sites and project designs that were considered to avoid impacts to the waterway or wetland. *(Include alternative design(s) with less impact and reasons why the alternative(s) were not chosen.)** Describe what measures you will use (before and after construction) to minimize impacts to the waterway or wetland.

See attached

Impact area is: ☐ Ocean ☐ Estuary ☒ River ☐ Lake ☐ Stream ☐ Freshwater Wetland

Describe the existing **physical and biological** characteristics of the wetland/waterway site by area and type of resource (Use separate sheets and photos, if necessary).

See attached

For wetlands, include

- ☐ Cowardin and Hydrogeomorphic (HGM) wetland class(s)*
- ☐ Dominant plant species by layer (herb, shrub, tree)*
- ☐ Whether the wetland is freshwater or tidal
- ☐ Assessment of the functional attributes of the wetland*
- ☐ Identify any vernal pools, bogs, fens, mature forested wetland, seasonal mudflats, or native wet prairies in or near the project area. Do any of these wetlands qualify as Special Areas of Concern (SAC)? (Refer to ORNHIC protocol dated May 4, 2005, http://www.oregon.gov/DCBS/RSL/docs/streamlining_water/SPGP_docs/ORNHIC_protocol_5_05.pdf)

For waterways, include a description of, as appropriate:

- ☐ Condition of bank slopes (eroded, slope, etc.)*
- ☐ Type and condition of riparian vegetation*
- ☐ Channel morphology (i.e., structure and shape)*
- ☐ Stream substrate*
- ☐ History of prior disturbance*
- ☐ Cause of erosion*
- ☐ Fish and wildlife (type, abundance, period of use, significance of site)
- ☐ General hydrological conditions (e.g. stream flow, seasonal fluctuations)*

Describe the existing **navigation, fishing and recreational** use of the waterway or wetland.*

See attached

Resource Plan Requirements

- ☐ Describe the water quality conditions of the site and the expected effect of the project on these conditions.
- ☐ Describe the reasonably expected adverse effects of the development of this project and how the effects will be mitigated.*
- ☐ For temporary disturbance of soils and/or vegetation in waterways, wetlands or riparian areas, complete and attach a Site Restoration Plan to restore the site after construction. See section E of the Resource Plan Guidance Document for plan requirements.*
- ☐ For permanent impact to wetlands, complete and attach a Compensatory Wetland Mitigation (CWM) Plan. (See Section F in the Resource Plan Guidance Document for CWM plan requirements)*
- ☐ For permanent impact to waterways or riparian areas, complete and attach a Compensatory Mitigation (CM) plan. (See Section G in the Resource Plan Guidance Document for CM plan requirements)*
- ☐ For permanent impact to estuarine wetlands, you must submit an Estuarine Resource Replacement Plan. (See OAR 141-085-240 to OAR 141-085-257 for plan requirements)*

In addition to any construction measures, complete and attach:

- ☐ A Sediment and Erosion Control Plan (See DEQ's Oregon Sediment and Erosion Control Manual at <http://www.deq.state.or.us/wq/wqpermit/PSCManual.htm> (Section C of the Resource Plan Guidance Document)*)
- ☐ For a project with impervious surface (new or associated), complete and attach a post-construction stormwater management plan. (See Section D of the Resource Plan Guidance Document)

* Italicized areas are not required by the Corps for a complete application, but may be necessary prior to final permit decision by the Corps.

(6)

ADDITIONAL INFORMATION

Adjoining Property Owners and Their Address and Phone Numbers (*if more than 5, attach printed labels**)

See attached

Has the proposed activity or any related activity received the attention of the Corps of Engineers or the Department of State Lands in the past, e.g., wetland delineation, violation, permit, lease request, etc.? ☒ Yes ☐ No

If yes, what identification number(s) were assigned by the respective agencies:

Corps # 200500731 (related 200500651)

State of Oregon # DEQ ESCI 2352; (related DSL 33376-ML)

Has a wetland delineation been completed for this site?

☐ Yes

☒ No

If yes, by whom: [Click & Type]*

Has the wetland delineation been approved by DSL or the COE?

☐ Yes

☐ No

*(If yes, attach concurrence letter.)**

* *Italicized areas are not required by the Corps for a complete application, but may be necessary prior to final permit decision by the Corps.*

(7) CITY/COUNTY PLANNING DEPARTMENT AFFIDAVIT (to be completed by local planning official) *

I have reviewed the project outlined in this application and have determined that:

- ☐ This project is not regulated by the comprehensive plan and land use regulations.
☐ This project is consistent with the comprehensive plan and land use regulations.
☐ This project will be consistent with the comprehensive plan and land use regulations when the following local approval(s) are obtained.

☐ Conditional Use Approval ☐ Development Permit ☐ Other [Click & Type] _____

☐ This project is **not** consistent with the comprehensive plan. Consistency requires a

☐ Plan Amendment ☐ Zone Change ☐ Other [Click & Type] _____

An application ☐ has ☐ has not been filed for local approvals checked above.

See Attached _____ [Click & Type] _____ [C&T] _____
Local planning official name (print) Signature Title City / County Date

Comments:

(8) COASTAL ZONE CERTIFICATION *

If the proposed activity described in your permit application is within the Oregon coastal zone, the following certification is required before your application can be processed. A public notice will be issued with the certification statement, which will be forwarded to the Oregon Department of Land Conservation and Development for its concurrence or objection. For additional information on the Oregon Coastal Zone Management Program, contact the department at 635 Capitol Street NE, Suite 150, Salem, Oregon 97301 or call 503-373-0050.

CERTIFICATION STATEMENT

I certify that, to the best of my knowledge and belief, the proposed activity described in this application complies with the approved Oregon Coastal Zone Management Program and will be completed in a manner consistent with the program.

[Click & Type] _____
Print /Type Name

[Click & Type] _____
Title

Applicant Signature

[Click & Type] _____
Date

(9) SIGNATURE FOR JOINT APPLICATION

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I understand that the granting of other permits by local, county, state or federal agencies does not release me from the requirement of obtaining the permits requested before commencing the project. *I understand that payment of the required state processing fee does not guarantee permit issuance. The fee for the state application must accompany the application for completeness.*
*Amount enclosed \$[C&T].**

Marvin D. Burch
Print /Type Name

President _____
Title _____
July 11, 2006 _____
Date

Applicant Signature

I certify that I may act as the duly authorized agent of the applicant.

[Click & Type] _____
Print /Type Name

[Click & Type] _____
Title _____
[Click & Type] _____
Date

Authorized Agent Signature

*I certify that the applicant has my permission to conduct the project on my property.**

[Click & Type] _____
Print /Type Name

[Click & Type] _____
Title _____
[Click & Type] _____
Date

Property Owner Signature³

³ If the project is on a state-owned waterway, you must contact the Land Management Division of the Department of State Lands for approval to proceed with this application. See www.oregon.gov/DSL/ for a list of state-owned waterways.

* Italicized areas are not required by the Corps for a complete application, but may be necessary prior to final permit decision by the Corps.

Describe alternative sites and project designs that were considered to avoid impacts to the waterway or wetland.

(Include alternative design(s) with less impact and reasons why the alternative(s) were not chosen.)

See attached

Describe any changes the proposed project may have on the direction of stream flow, etc. (hydrological characteristics) of the waterway.

See attached

Describe what measures you will use (before and after construction) to minimize impacts to the waterway or wetland. (Include an erosion control plan, storm water management plan to manage post construction storm water, work area isolation plan or description of other best management practices (BMP's) as appropriate.)

See attached

NOTE: If necessary, use additional sheets.

(6)

ADDITIONAL INFORMATION

Adjoining Property Owners and Their Address and Phone Numbers (if more than 5, attach printed labels)

See attached

Has the proposed activity or any related activity received the attention of the Corps of Engineers or the Department of State Lands in the past, e.g., wetland delineation, violation, permit, lease request, etc.? ☒ Yes ☐ No

If yes, what identification number(s) were assigned by the respective agencies:

Corps # 200500731 (related 200500651)

State of Oregon # DEQ ESCI 2352; (related DSL 33376-ML)

(7)

CITY/COUNTY PLANNING DEPARTMENT AFFIDAVIT (to be completed by local planning official)

I have reviewed the project outlined in this application and have determined that:

☐ This project is not regulated by the comprehensive plan and land use regulations.

☐ This project is consistent with the comprehensive plan and land use regulations.

☐ This project will be consistent with the comprehensive plan and land use regulations when the following local approval(s) are obtained.

☐ Conditional Use Approval

☐ Development Permit

☒ Other

Greenway Review

☐ This project is **not** consistent with the comprehensive plan. Consistency requires a

☐ Plan Amendment

☐ Zone Change

☐ Other

☒ An application ☒ has ☐ has not been ^{approved} ~~filed~~ for local approvals checked above.

Signature of local planning official

Title

City / County

Date

Comments:

See approved + recorded LUR 05-10866 B GW

(8)

COASTAL ZONE CERTIFICATION

U.S. Army Corps of Engineers & State of Oregon Division of State Lands
Joint Permit Application Form
July 3, 2006

Advanced American Construction, Inc.
After-The-Fact Permit
Maintain/Repair Existing Structures

Addendum

(3) & (4) Proposed Project Purpose and Description

Endangered Species (Threatened): Lower Columbia River Chinook, Upper Willamette River Chinook, Columbia River Chum, Lower Columbia River Steelhead, and Upper Willamette River Steelhead.

5. Project Impacts and Alternatives

Alternative sites and project designs considered to avoid impacts: Advanced American Construction, Inc. has been in the marine construction business in the Portland area since 1983. We have the largest fleet of floating construction equipment on the Willamette, Columbia, and Snake River System, and water access is critical to our business. We purchased the seven plus acres at 8444 N.W. St. Helen's Road in Portland on the Willamette River in November 2004. We had been searching for several years for a suitable site large enough to consolidate our operations in Oregon City, Oregon and Vancouver, Washington, at one site, and to bring together our office, fabrication, maintenance functions with our floating equipment.

The site has served as a yard for marine construction businesses for over 70 years. We have cleaned up and capped the uplands of the site in compliance with the Oregon Department of Environmental Quality improving the environment. Our site development and building has been built to city standards, including a state-of-the-art storm water system.

This application is for an "after-the-fact permit" for piling and fill at our industrial property at the address noted above as provided for in the February 13, 2006 letter from Donald Borda, Acting Chief, Regulatory Branch, Corps of Engineers. The work was done on existing structures and was necessary to complete our approved development, including the storm water system, and safely access our floating equipment from existing docks. We are in the pile driving business and had the equipment, expertise and experience to do so in the most professional, safe, and environmentally-sound manner.

Measures to be used (before and after construction) to minimize impacts: Only steel sheet piles and clean gravel were used. In addition:

- To the extent feasible, we ensured that no construction debris fell into the river, except for the approximately nine (9) CY of gravel that fell into the water while placing gravel on the bank.
- To the extent feasible, the work requiring use of heavy equipment was completed by working from the top of the bank along our property. The two piles were driven from our barge because they were beyond the reach of our equipment from the bank. As marine contractors, we have the equipment, the expertise, and the experience to do this work ourselves, as we have for the Corps itself throughout the Willamette, Columbia, and Snake River System.
- No pilings treated or preserved with pesticidal compounds, including, but not limited to, alkaline copper quaternary, ammoniacal copper arsenate, ammoniacal copper zinc arsenate, copper boron azole, chromated copper arsenate, copper naphthenate, creosote, and pentachlorophenol were used, below ordinary high water, or as part of any in-water or over-water structure.

Any likelihood of take resulting from pile driving and removal was minimized by completing the work during preferred in-water windows, using a vibratory hammer where possible, and using sound attenuators where an impact hammer is necessary. Specifically:

- No hollow steel piling greater than 24 inches in diameter, or H-pile larger than HP24 was used.
- Whenever feasible, a vibratory hammer was used for piling installation. When the use of an impact hammer was necessary, we used the smallest drop or hydraulic impact hammer to complete the job and set the drop height to the minimum necessary to drive the piling.
- The number and length of pilings was minimized, as appropriate, without reducing structural integrity.
- Sound attenuation measures, including vibration dampeners, were used when driving steel pilings, e.g. placing a block of wood or other sound dampening material between the hammer and the piling being driven.

6. Additional Information

Adjoining Property Owners

North: Transloader International Company, LLC
8888 N.W. St. Helen's Road
Portland, Oregon 97231
Telephone: (503) 247-3611

South: U. S. Army Corps of Engineers, U.S. Moorings
8010 N.W. St. Helen's Road
Portland, Oregon 97231
Telephone: (503) 808-5410

East: Willamette River

West: Oregon Department of Transportation, U.S. 30
District 2B
9200 S.E. Lawnfield Road
Clackamas, Oregon 97015
Telephone: 653-3086

Property owners bisecting the property

North/South: Portland and Western Railroad
East/West: Oregon Department of Transportation, St. John's Bridge
right-of-way

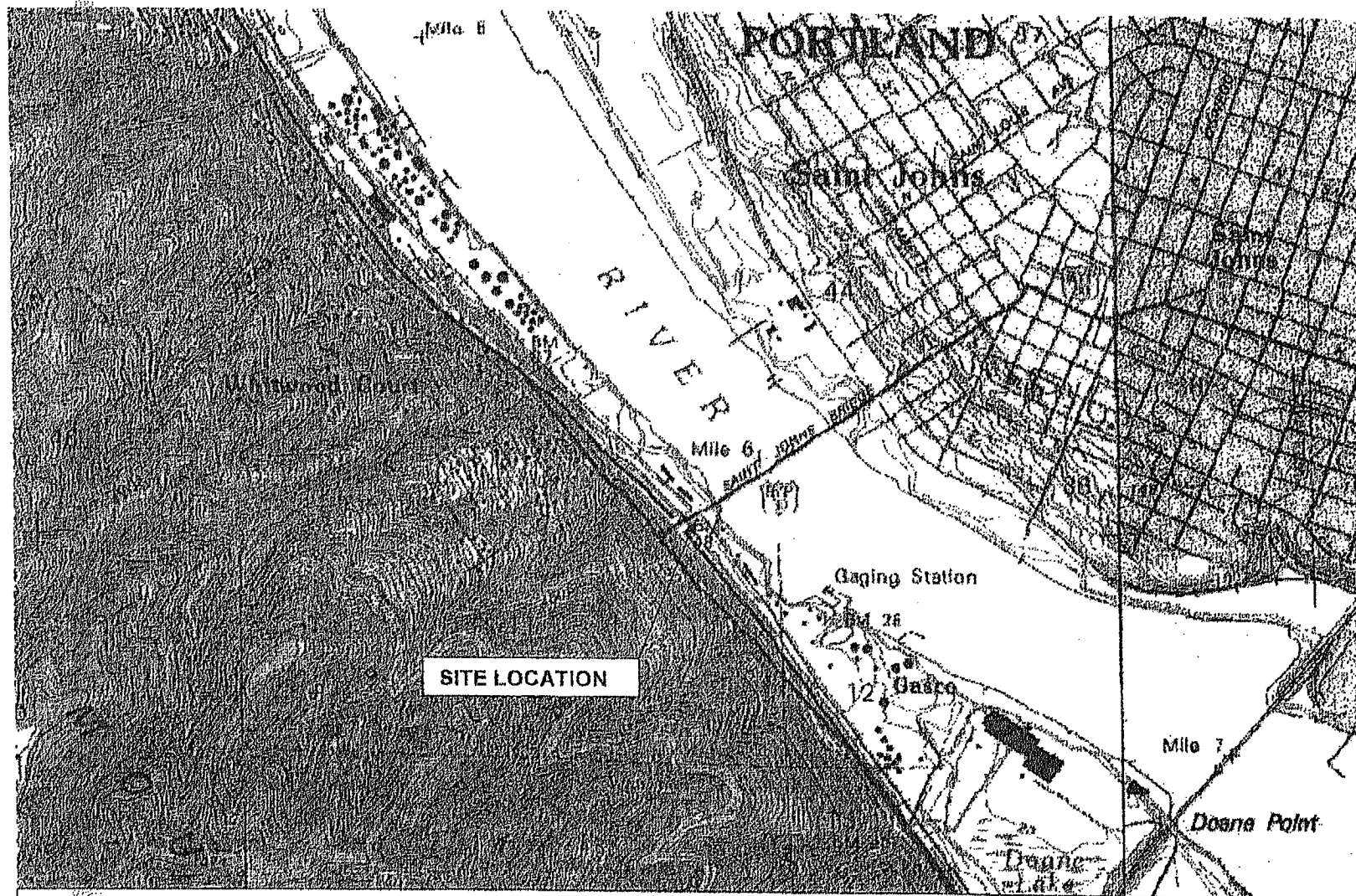
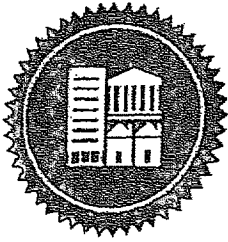


FIGURE 1
PROJECT VICINITY MAP
ST. JOHNS BRIDGE
BASEMAP: USGS LINNTON QUADRANGLE

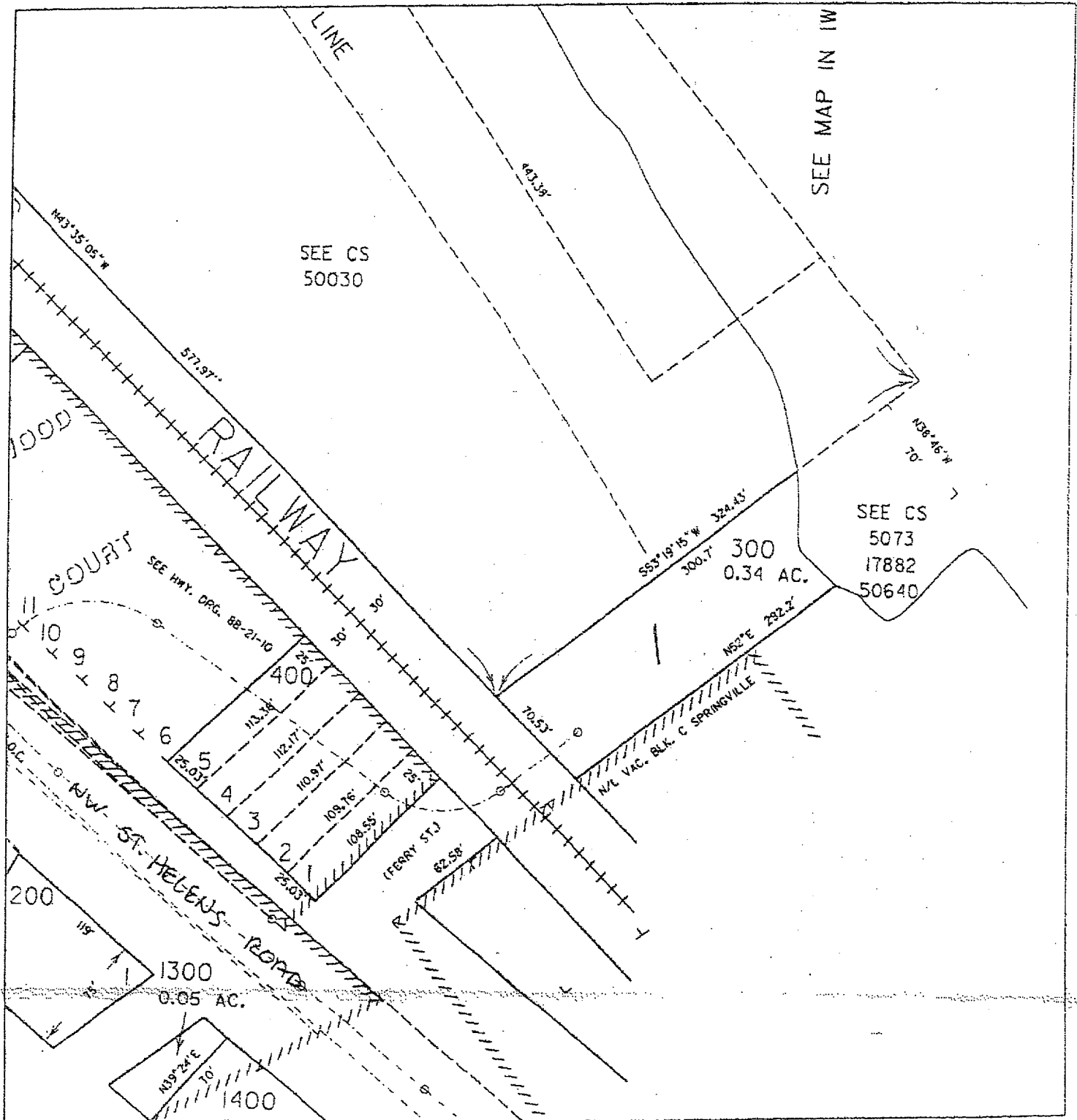


Fidelity National Title Company of Oregon

Map # 1N1W11AC 300



The drawing below is copied from the public records and is provided solely for the purpose of assisting in locating the premises. Fidelity National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.





Fidelity National Title Company of Oregon

600,700

Map # 1N1W11DA 100,101



The drawing below is copied from the public records and is provided solely for the purpose of assisting in locating the premises. Fidelity National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.

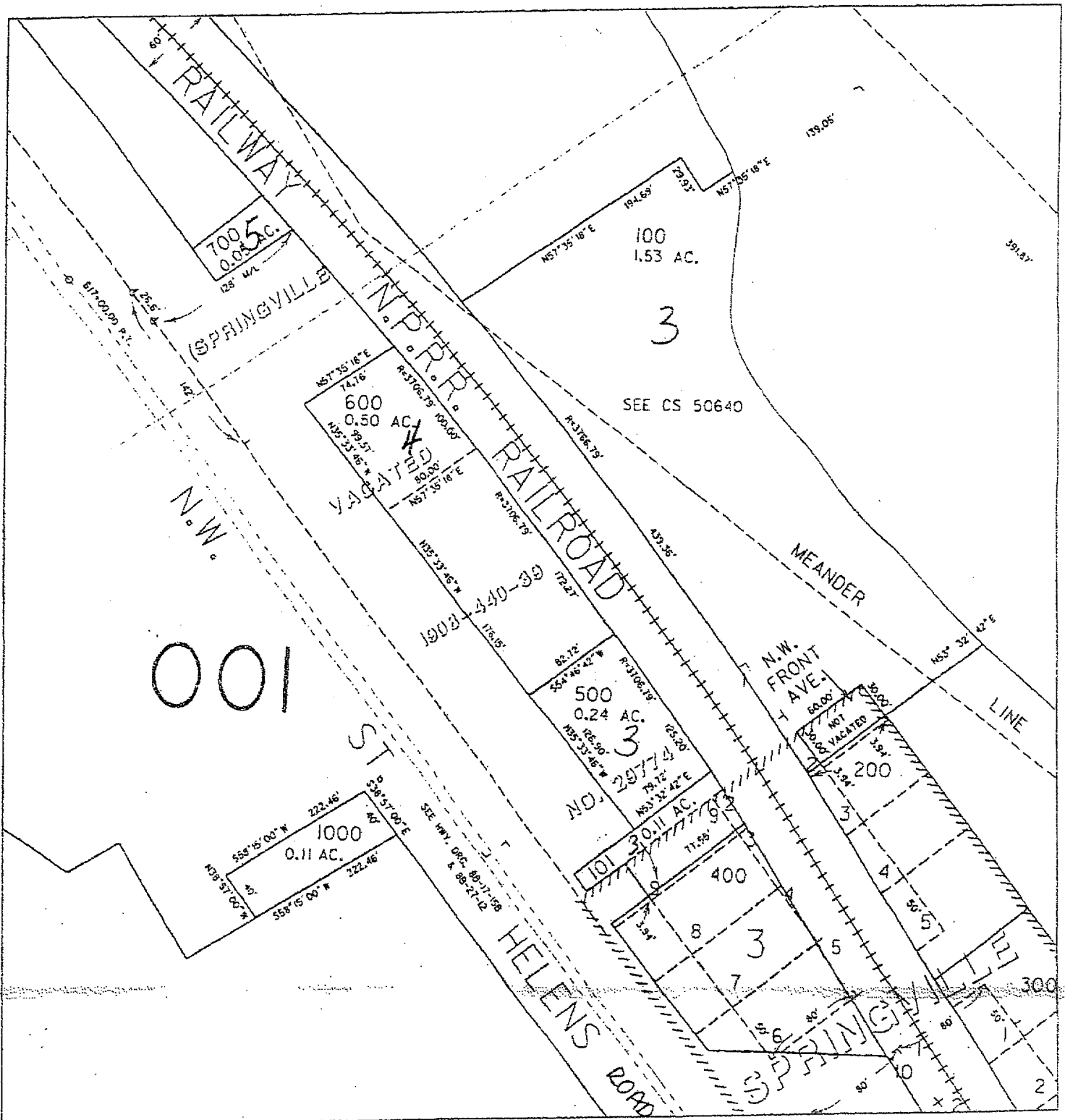


EXHIBIT "A"

PARCEL 1:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning on the north line of Block C, Springville, now vacated, with the intersection of the northeasterly line of the Spokane, Portland & Seattle Railway right-of-way; thence North 52° East 292.9 feet; thence North 38° 46' West 70 feet; thence South 52° West 300.7 feet; thence South 45° 06' East 70.53 feet to the place of beginning.

PARCEL 2:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the southeasterly corner of the tract of land conveyed to Portland Manufacturing Company by deed recorded April 8, 1936 in Book 332, Page 556, Deed Records, said point also being on the northerly line of the tract of land conveyed to L.A. Jacobsen by deed recorded May 24, 1921 in Book 853, Page 8, Deed Records; thence South 52° West along the northerly line of said Jacobsen tract 289 feet to the northeasterly line of the Northern Pacific Railroad right-of-way also referred to as the Spokane, Portland & Seattle Railway right-of-way; thence Northwesterly along said northeasterly right-of-way line to its intersection with the easterly extension of the southeasterly line of Ferry Street, said point also being the southwest corner of the tract of land conveyed to Multnomah County by deed recorded July 12, 1912 in Book 586, Page 347, Deed Records; thence North 52° East 292.9 feet to the low water mark of the Willamette River; thence Southeasterly along said low water mark to the place of beginning.

PARCEL 3:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a point on the northeasterly line of the Spokane, Portland & Seattle Railway right-of-way which is North 38° West 3.94 feet from the southeasterly line of Lot 2, Block 3, on the plat of Springville, recorded in Book G, Page 255, Deed Records; thence Northwesterly along said northeasterly right-of-way line 751.17 feet to a point which is North 38° West 753.94 feet from the southeast corner of aforesaid Lot 2; thence North 52° East parallel with the southeasterly line of said Lot 2, a distance of 289 feet to the harbor line of the Willamette River; thence South 48° 13' 44" East along said harbor line 762.10 feet to a point which is North 52° East from the point of beginning; thence South 52° West 401.77 feet to the place of beginning.

EXCEPT that portion lying below the low water line of the Willamette River.

FURTHER EXCEPTING the tract of land conveyed to Multnomah County by deed recorded September 16, 1929 in Book 29, Page 28, Deed Records, described as follows:

Beginning at a point on the harbor line of the Willamette River which is 80 feet Northerly from, when

measured at right angles to the centerline of N. Philadelphia Avenue, extended Westerly, said point also being 204 feet Southerly from the northeast corner of Parcel 3 as above described; thence Westerly parallel with the extended centerline of said street 100 feet; thence Southerly at right angles 30 feet; thence Westerly parallel with the extended centerline of said street, 205 feet to a point on the northeasterly right-of-way line of the Spokane, Portland and Seattle Railway which is 50 feet Northerly from, when measured at right angles to, said extended street centerline; thence Southerly along said right-of-way line to a point which is 50 feet Southerly from, when measured at right angles to, said extended street centerline; thence Easterly parallel with the westerly extension of the centerline of N. Philadelphia Avenue 194 feet; thence Southerly at right angles 30 feet; thence Easterly, parallel with said extended street centerline 140 feet to a point on the harbor line which is 80 feet Southerly from, when measured at right angles to, said extended street centerline; thence Northerly along said harbor line 164.9 feet to the place of beginning.

PARCEL 4:

A tract of land in the Southeast 1/4 of Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a 5/8" iron rod w/yellow plastic cap (YPC) "Caswell PLS 737" shown as a set monument on Multnomah County Survey #50640, which bears South 34 degrees 08'07" East, 2337.09 feet from the Witness Corner of the S.E. Corner of the G.J. Watts DLC #46, said rod located at the intersection of the Southerly right-of-way line (ROW) of the St. Helens Bridge and the Southwesterly ROW of the Northern Pacific R.R. railroad; thence Southeasterly 272.28 feet along aforementioned railroad ROW on the arc of a 3706.79 foot radius curve to the right (the chord of which bears S37 degrees 15'40" E, 272.22 feet) to a 5/8" iron rod w/YPC "City of Portland Water Bureau"; thence S54 degrees 46'42"W, 82.72 feet to a 5/8" iron rod w/YPC "City of Portland Water Bureau" on the Northeasterly ROW line of Columbia River Highway (Hwy 30); thence N35 degrees 33'46" W, 275.72 feet along the aforementioned Northeasterly ROW line of Columbia River Highway (Hwy 30) to its intersection with the Southerly ROW line of the St. John's Bridge to a 5/8" iron rod shown as a set monument on Multnomah County Survey #50640; thence N57 degrees 35'18" E, 74.76 feet along the Southerly ROW of the St. Johns Bridge to its intersection with aforementioned Northern Pacific R.R. ROW line to the point of beginning.

PARCEL 5:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the intersection of the northwesterly line and its southwesterly extension of Lots 3 and 8, Block 1, Springville, now vacated, said line also being the northerly line of Tax Lot 10 as shown by the 1940 Tax Roll, with the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said northeasterly road line 26.6 feet to the northwest corner of the tract of land conveyed to Multnomah County by deed recorded September 27, 1929 in Book 31, Page 288, Deed Records; thence North 55° 48' East along the northwesterly line of said tract 128 feet, more or less, to the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said southwesterly right-of-way line to the northwesterly line of aforesaid Lot 3, Block 1, Springville; thence Southwesterly along said northwesterly line and its southwesterly extension of Lots 3 and 8, Block 1, Springville, now vacated, to the place of beginning.

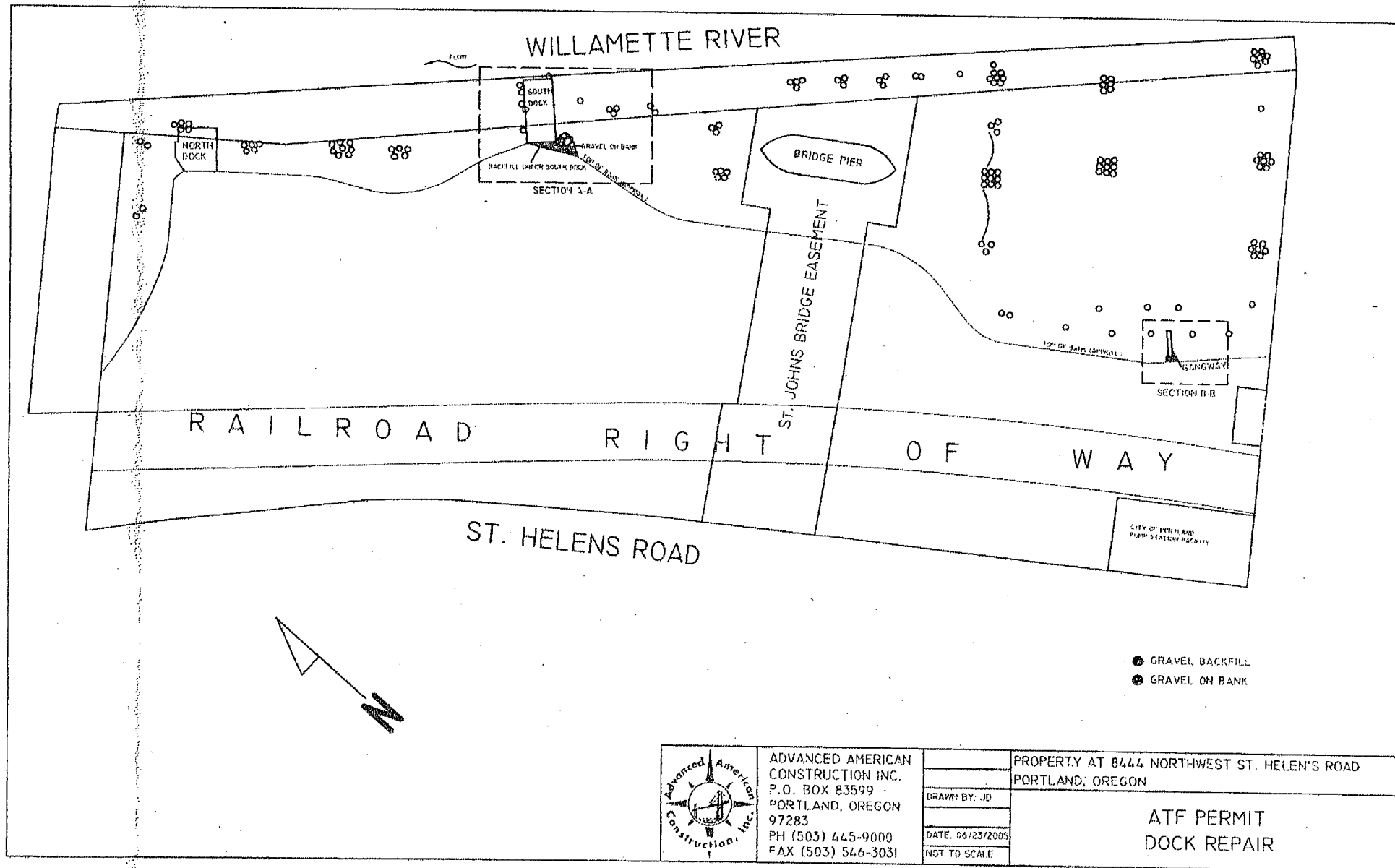
EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

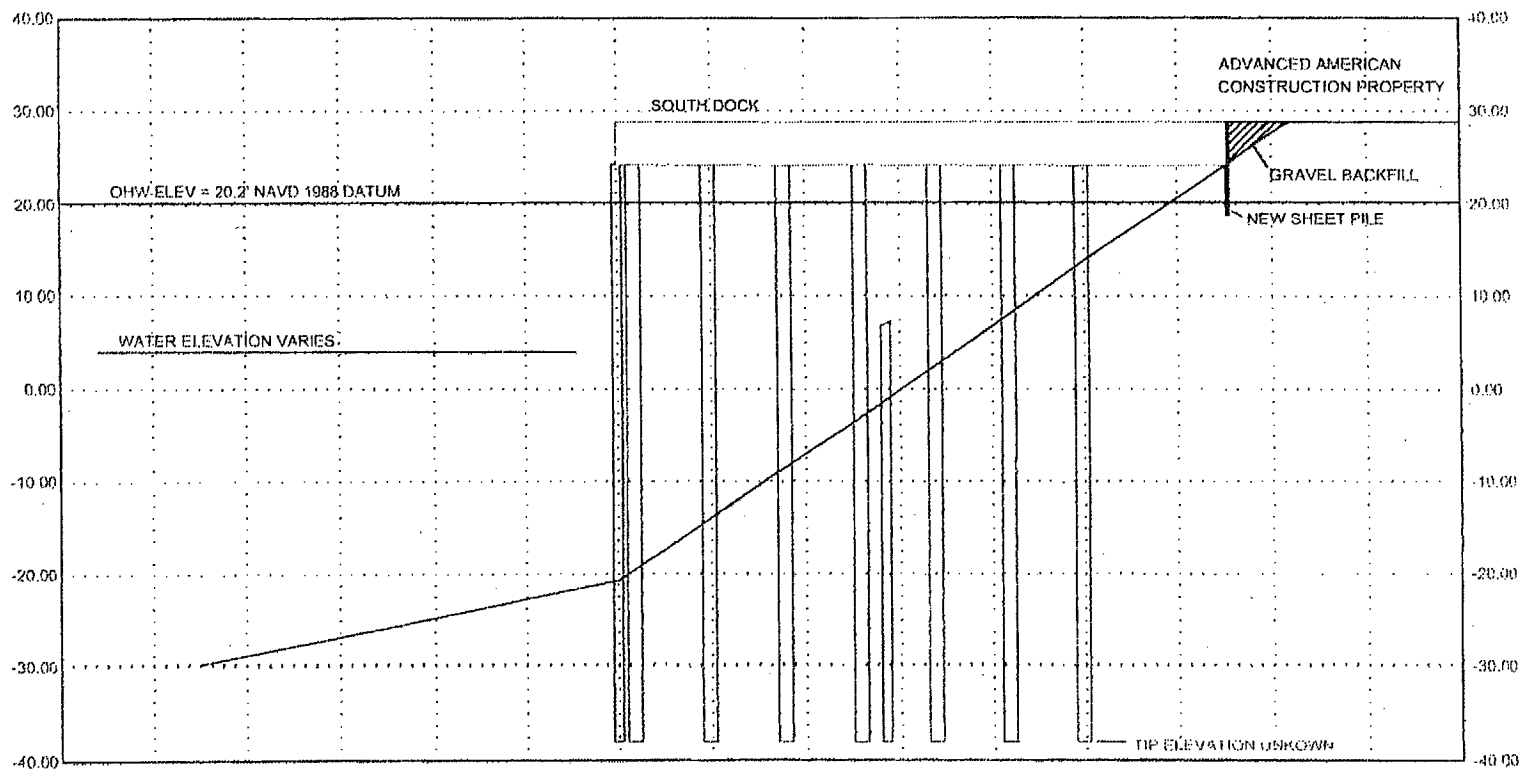
PARCEL 6:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:


Beginning at the intersection of the southeasterly line of Lot 2, Block 1, Springville, now vacated, with the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said right-of-way line to the northwesterly line of Block C, Springville, now vacated; thence Southwesterly along said northwesterly block line and its southwesterly extension to the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said northeasterly road line to its intersection with the southwesterly extension of the southeasterly line of Lot 9, Block 1, Springville, now vacated; thence Northeasterly to the point of beginning; TOGETHER WITH the right to use the roadway under the West end of the St. Johns Bridge.

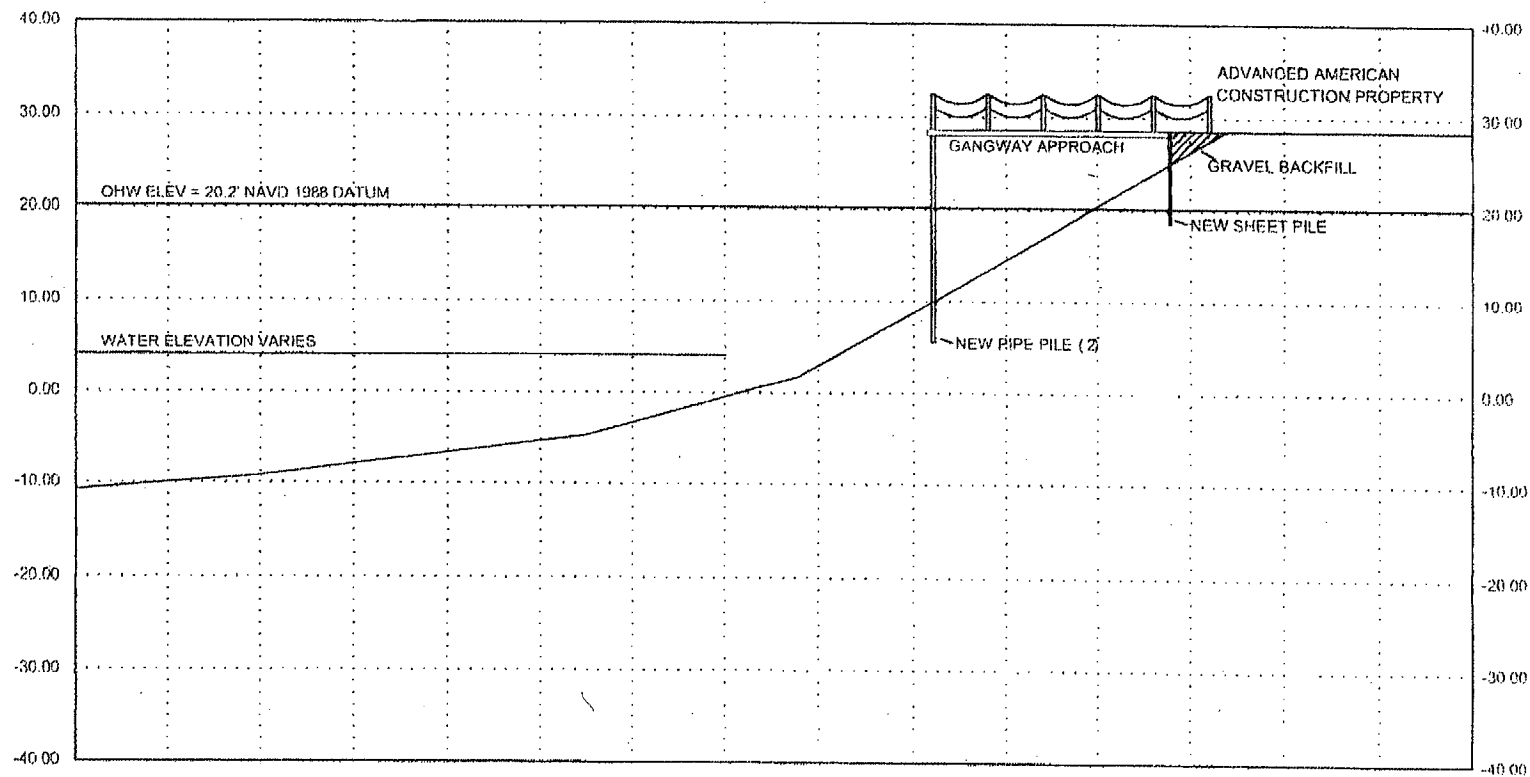
EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.





SECTION A-A
SCALE: 1" = 20'

	ADVANCED AMERICAN CONSTRUCTION INC P.O. BOX 83599 PORTLAND, OREGON 97283 PH (503) 445-9000 FAX (503) 546-3031		PROPERTY AT 8444 NORTHWEST ST. HELEN'S ROAD PORTLAND, OREGON
	DRAWN BY: JD		TYPICAL CROSS SECTION No. 1
	DATE: 06/22/2005		



SECTION B-B

SCALE: 1" = 20'



ADVANCED AMERICAN
CONSTRUCTION INC.
P.O. BOX 83599
PORTLAND, OREGON
97283
PH (503) 445-0000
FAX (503) 546-3031

DRAWN BY: JD
DATE: 06/23/2005

PROPERTY AT 8444 NORTHWEST ST. HELEN'S ROAD
PORTLAND, OREGON

TYPICAL CROSS SECTION No. 2

PortlandMaps

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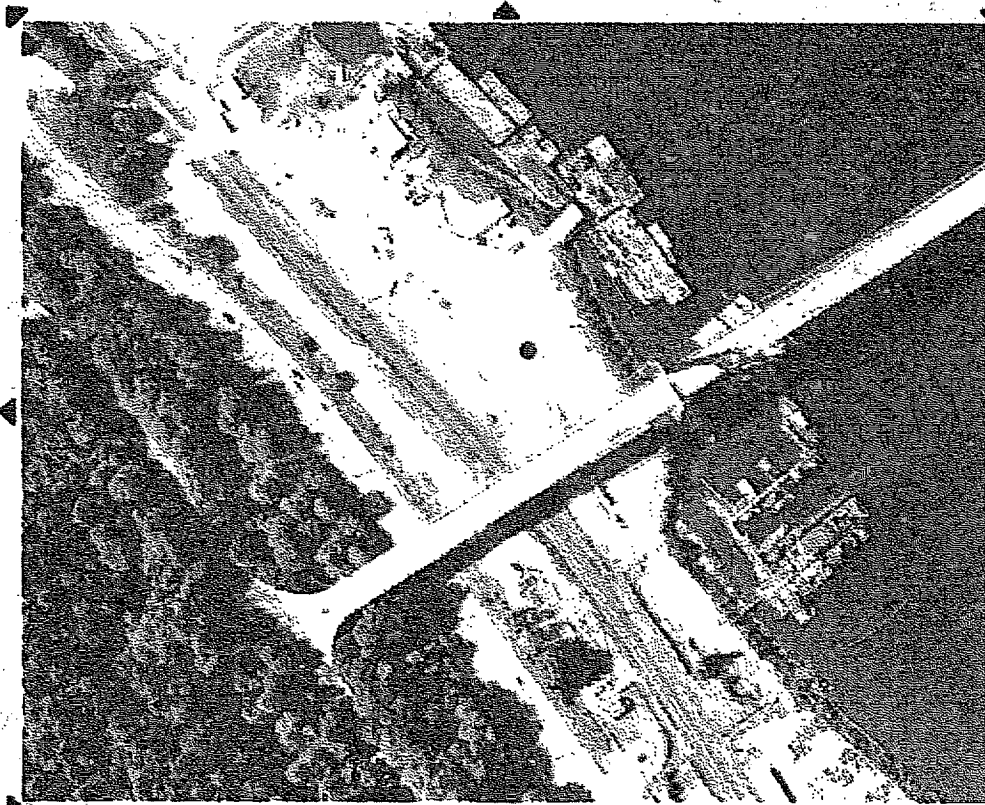
8444 NW ST HELENS RD - LINNTON - PORTLAND

[Explorer](#) | [Property](#) | [Maps](#) | [Crime](#) | [Census](#) | [Transportation](#)

Explore this area, view different themes

[Aerial Photos Detail](#)

Long -122.76750 Lat 45.58411



Aerial Photos

0 |-----| 300 FT

City of Portland, Corporate GIS

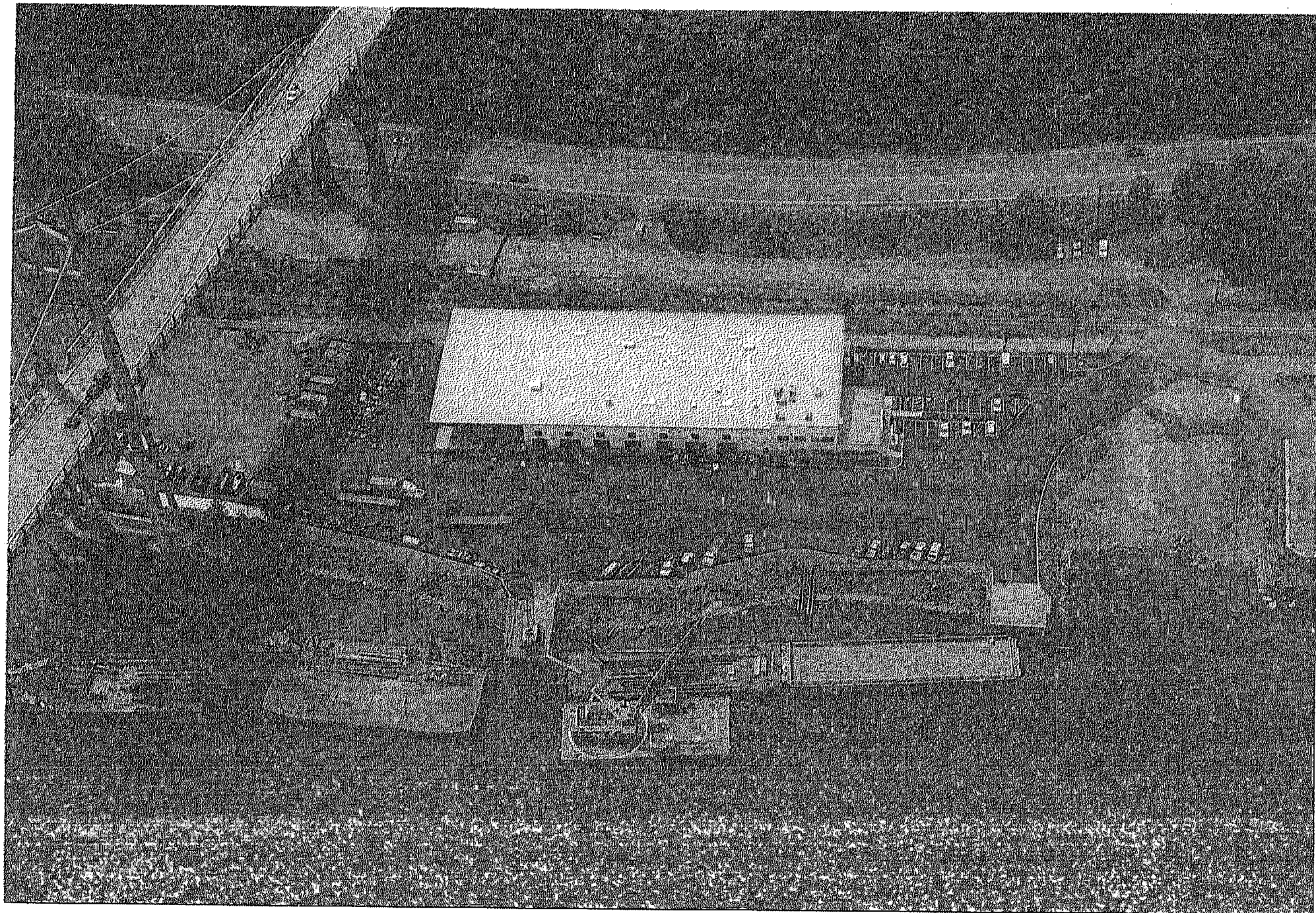
7/11/2006

PURPOSE: THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN BY THE USER OF THE APPLICATIONS IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER. TO BE SURE OF COMPLETE ACCURACY, PLEASE CHECK WITH CITY STAFF FOR UPDATED INFORMATION.

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North Property as of 5-15-06



TOLLING AGREEMENT

WHEREAS, the United States of America, on behalf of the United States Army Corps of Engineers (Corps) may file a complaint against Advanced American Construction, Inc., for, inter alia, alleged violations of Sections 301(a), 309, & 404 of the Clean Water Act ("CWA"), 33 U.S.C. Sections 1311(a), 1319, & 1344 and/or Section 9, 10, or 13 of the Rivers and Harbors Act of 1899, 33 U.S.C. Sections 401, 403, or 407, at a site located on the Willamette River near River Mile 6, just north of the Saint John's Bridge in Section 11, Township 1 North, Range 1 West, Multnomah County, Portland, Oregon.

WHEREAS, the purpose of any such complaint would be to obtain appropriate injunctive relief and to impose appropriate civil or criminal penalties for potential defendant's alleged violations of the statute(s) cited above;

WHEREAS, the Corps has agreed to accept an after-the-fact (ATF) permit application from the potential defendant in an attempt to settle the above claims;

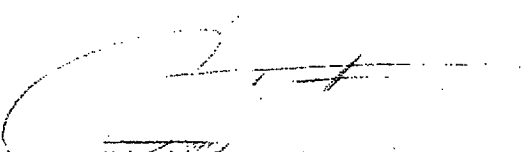
WHEREAS, both parties believe that their interests will best be served by continuing the ATF permit process without the disruption that might be occasioned should the United States file a complaint in the immediate future;

AND WHEREAS both parties acknowledge the requirement found at 33 C.F.R. 331.11(c) for an applicant for an ATF permit to provide a signed tolling agreement;

THEREFORE, the United States and potential defendant stipulate and agree as follows:

of such parties, that is not set forth in this agreement shall be valid or binding. This tolling agreement may not be enlarged, modified or altered except in writing signed by the parties. This tolling agreement may be executed in counterparts.

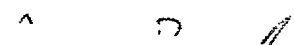
FOR the United States of America:



District Counsel
Portland District, U.S. Army Corps of Engineers

1-31-06
DATE

FOR Advanced American Construction, Inc.



Dee Burch, President

7/3/06
DATE

OREGON DEPARTMENT OF TRANSPORTATION

LEASE

THIS LEASE, made and entered into this _____ day of _____, 20____, by and between the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, hereinafter called "State", and **ADVANCED AMERICAN CONSTRUCTION, INC.**, hereinafter called "Lessee";

WITNESSETH:

That State, for and in consideration of the covenants, conditions, agreements, and stipulations of Lessee contained in this lease, does lease unto Lessee, and Lessee does lease from State, only for ingress to and egress from Lessee adjoining property and temporary material storage purposes, that property outlined in yellow on Exhibit "A", attached hereto and by reference made a part hereof and described as consisting of 26,800 square feet of land under the west side of the St Johns Bridge as shown on assessors map 1N, 1W, Section 11 in Multnomah County, Oregon.

EXCEPT THEREFROM that portion of the above described property occupied by the overhead structure including the supporting columns and piers of said overhead structure; and the airspace above the overhead structure; and that portion of the airspace under the overhead structure extending downward to a distance of twenty (20) feet from the current ground elevation.

TO HAVE AND TO HOLD the above mentioned property, hereinafter called "premises", unto Lessee for the period from March 1, 2007 through June 30, 2012, unless otherwise terminated.

In consideration of the leasing of premises and of the mutual agreements hereinafter contained, the parties hereto expressly covenant and agree as follows:

1. IMPROVEMENTS

No new improvements shall be placed in or on premises, and no alterations shall be made to existing improvements on premises without the prior written consent of State. All improvements made shall be done at the sole expense of Lessee. All permanent improvements made by Lessee on premises shall become the property of State upon expiration or termination of this lease. Any necessary or desirable outfall drainage lines

will be done in accordance with City regulations and Lessee agrees not to hook up any such lines to State's outfall drainage lines.

2. LEASE RATE

The rental fee shall be \$605.00 per month. Rents shall be paid in advance on or before the 1st day of each month beginning March 1, 2007 and sent to Department of Transportation, Property Management Unit, Room 420, Salem, OR, 97301-3871. Effective annually on March 1st, hereafter until lease expiration, the monthly lease rate will be adjusted to reflect the change in the **CONSUMER PRICE INDEX (CPI-U), "U.S. City Average"**. This adjustment will be made using the more recently published "U.S. City Average" for the month three (3) months prior to the annual adjustment month. (i.e., Annual November lease is based upon the published rate for August of the same year.) The base CPI-U "U.S. City Average" factor for this lease is 201.8, based on the published rate for December 2006 (1982-84 = 100). State will notify Lessee at least fifteen (15) days in advance of the rental increase. In no event shall the rent decrease below the original rate noted above.

3. RENEWAL

Lessee shall have the option, subject to the following conditions, to renew this lease for additional five (5) year lease periods, with up to a maximum of two renewals. Lessee shall provide State written notice of intent to exercise the option, such notice to be received by State not more than 120 days or less than 60 days prior to expiration of the lease or renewal period. Lessee must not then be in default or in breach of any of the lease terms. State shall, at its sole discretion, have the right to approve or reject such request for renewal and shall give written notice of its decision at least 30 days prior to lease or renewal expiration. Lease amount applicable to each renewal period will be established at the time of renewal based upon fair market rents.

4. LEASE TERMS ARE INDEPENDENT

The agreements, conditions, covenants and terms, herein contained and to be performed by the parties, are separate and independent; and the performance of each and every one is not conditioned or dependent upon performance of any other, unless specifically so stated within the language of the provision. Any provision of this lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

5. ACCEPTABLE & NON-ACCEPTABLE USES

The premises shall be used only for ingress and egress to Lessee's properties and for temporary material storage purposes. The lease is not intended for, nor does it allow use of the premises for residential purposes.

Lessee covenants that premises shall not be used for any purpose other than that stated heretofore. A breach of this covenant shall result in default and possible termination of this agreement.

Premises shall not be used for the storage, disposal or manufacture of any inflammable materials. The property will not be used for storage, disposal or processing of waste material, junk, scrap, or the dismantling of vehicles or equipment. Nor shall the premises be used for any purpose deemed by State to be a potential hazard to the public or detrimental to the use, maintenance and scenic enjoyment of the adjacent State Transportation Facility. Lessee agrees that any cargo containers or truck trailers or large barrels will be pad locked or otherwise properly secured when not in active use.

Lessee shall not use or allow premises to be used for any unlawful purpose whatsoever.

6. HAZARDOUS MATERIALS

Lessee shall not: (a) install facilities for or operate on premises a petroleum supply station or pump; (b) allow vehicles used or designed for the transportation of, or bulk amounts of, gasoline, petroleum products or explosives on premises; (c) store bulk gasoline, petroleum products or explosives on premises. Except with the prior written approval of State, which approval may be withheld at the State's sole discretion, Lessee shall not cause, permit or suffer any "Hazardous Material" (defined below) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated or used upon, about, or underneath the premises or any portion thereof by Lessee, its agents, employees, contractors, or invitees, or any other person. Any request for written consent by State shall be in writing and shall demonstrate to the satisfaction of State that the Hazardous Material is necessary to the business of Lessee, and will be stored, used and disposed of in a manner that complies with all federal, state or local laws, statutes, rules, regulations, ordinances, orders, permits or licenses applicable to the Hazardous Material. Any such approved use of Hazardous Materials shall continue during the term of this lease to comply with all federal, state, and local laws, statutes, rules, regulations, ordinances, orders, permits or licenses applicable to Hazardous Material.

"Hazardous Material" is defined for purposes of this lease as any substance;

(i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 USC 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 USC 6901 et seq.); or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, or instrumentality of the United States, the State of Oregon, or any political subdivision thereof.

In the event of a hazardous waste spill, Lessee agrees that besides notifying the appropriate emergency response teams, Lessee shall also notify State of any hazardous waste spills that impact soil or surface water.

7. INGRESS & EGRESS

Access shall be allowed by a public street. All ingress and egress shall be subject to administrative and statutory requirements, including but not limited to ORS 374 et seq. Access to premises via city/county roads shall be under local city/county jurisdiction.

8. OCCUPANCY

Occupancy and use of premises shall not be such as will permit hazardous or unreasonably objectionable smoke, fumes, vapor, or odors to emanate from premises nor excessive or continuous loud noises that will disturb nesting peregrine falcons. Lessee shall operate and maintain the premises to protect against hazards as to the use, safety or appearance of premises. Use and maintenance of premises shall cause no interference with traffic on adjacent State Transportation Facility. Maintenance of premises by Lessee, as required under Paragraph 12 herein, shall include such emergency maintenance procedures as may be required by State.

9. TAXES & ASSESSMENTS

Lessee shall be responsible for all taxes and assessments, if any, on all real and personal property located on or attached to premises, regardless of ownership.

Real Property taxes shall be paid by State. Lessee shall reimburse State within 30 days of billing for said taxes by State. **If lease terminates after June 30, of any year, Lessee hereby agrees to be responsible for all taxes and assessments imposed for that tax year, regardless of when tax is imposed. Lessee shall not be entitled to any pro-ration of taxes.**

10. UTILITIES

Lessee shall pay for all utility services furnished to premises and shall order and pay for any meter installations, which may be necessary.

11. ADVERTISING SIGNS

No advertising signs, displays or devices may be erected on premises except signs advertising Lessee's on-site business. Any on-premise signs and informational notices shall be subject to the approval of State and shall indicate no more than the type of activity being conducted on premises. No signs are allowed on areas within State's recognized right of way nor under/over any State structure. All signs shall comply with local sign ordinances.

12. PROPERTY MAINTENANCE

Lessee shall at all times, and at Lessee's sole expense, keep and maintain premises, including the sidewalks, if any, in front of the premises, free and clear of ice, snow, rubbish, debris, noxious weeds, obstructions and all inflammable or explosive materials of every kind, and shall keep premises in an orderly, clean and safe condition. Lessee shall maintain the landscaping by regular trimming, weeding and generally maintain the property in a neat, well-kept manner.

13. TRANSPORTATION FACILITY PROTECTION

Lessee shall, without expense to State, take all steps necessary to effectively protect the adjacent State Transportation Facility from damage incident to Lessee's use of premises. Lessee shall be liable to and shall reimburse State for any damage to State's right of way fences, markers, monuments, slope easements, structures or facilities resulting from or attributable to the use and occupancy of premises by Lessee.

14. PERMITS AND LICENSES

Lessee shall secure all necessary permits and licenses required in connection with operations on premises and shall comply with all federal, state, and local statutes, ordinances, and regulations that may concern, in any way, Lessee's use of premises.

15. LIABILITY

Lessee shall occupy and use premises at Lessee's own risk and expense, and shall save and hold harmless State, its Transportation Commission, Commission members, officers, agents, and employees, from all claims, suits or actions for any damage to property or injury or death of any person arising out of or in connection with the occupancy or use of premises by Lessee. State shall, in no event, be liable to Lessee for any damage to property, or injury to or death of any person occurring or arising from the use of premises by Lessee nor shall State be liable for items falling from the structure, fires, earthquakes, disasters or other acts of God.

Lessee further agrees to indemnify and hold harmless State from any and all claims, liabilities, losses, damage, costs and expenses (including attorney fees at trial and on any appeal or review) arising out of use of the premises by Lessee or its agents, employees, contractors or invitees, including but not limited to the costs of remediation or clean-up of any Hazardous Material used on the premises by Lessee or its agents, employees, contractors or invitees, whether with or without the approval of State.

16. INSURANCE

Lessee shall, for its operations under this lease, carry and keep in force public liability and property damage insurance in a form and with companies acceptable to State, with limits for each occurrence of not less than \$500,000 for one person and \$1,000,000 for all persons for injury or death, and \$100,000 for damage to property. The insurance policy or policies shall include as additional named insured the State of Oregon, its Transportation Commission, its members, officers, agents, and employees. Lessee shall furnish State with this signed lease a certificate of insurance or a copy of each policy.

17. ASSIGNMENT

Lessee shall not assign this lease or sublet premises without the prior written consent of State, and any attempt to assign or sublet without written consent shall be void and shall be a default in this lease. Lessee shall pay a service charge to State for every assignment of this lease entered into by Lessee.

18. TERMINATION

This lease may be terminated as to all or part of premises when needed for public purposes, or when State determines that it is in the public's best interest, upon giving of a 30-day written notice to Lessee of its intent to terminate same. In the event of such termination, Lessee hereby waives all its rights to make a claim for any losses or damages suffered thereby.

If Lessee requests termination prior to lease expiration, the termination request may be granted by State upon written request and upon receipt of payment in the form of a cashier's check or money order equal to one fourth (1/4) the annual lease rate set forth in Section 2 or \$1,500 whichever is greater. Upon early termination, lessee remains liable for all taxes per Section 9 of this lease. Depending on termination date, this could be tax for the full year.

19. ENTRY ONTO PROPERTY

State specifically reserves the right to enter and occupy premises upon failure of Lessee to comply with any provision of this lease. State also reserves the right to enter premises for purposes of inspection and to determine whether Lessee is complying with the provisions of this agreement; to perform acts necessary or

proper for the protection, preservation, maintenance, reconstruction, and operation of adjacent State Transportation Facility; and to perform acts necessary or proper in connection with the construction or maintenance of adjacent State Transportation Facility. State also reserves the right to enter and take possession of premises in case of national or other emergency for the purpose of preventing sabotage and otherwise protecting its Transportation Facility. During such emergency occupation Lessee shall be relieved from obligation to comply with the provisions of this lease.

20. DEFAULT

The following shall be events of default:

- (a) Failure of Lessee to pay any rent or other charge within 15 days after it is due.
- (b) Failure of Lessee to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 10 days after written notice by State specifying the nature of the default. If the default is of such a nature that it cannot be completely remedied within the 10 day period, this provision shall be complied with if Lessee begins correction of the default within the 10 day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- (c) Filing of a voluntary or involuntary petition in bankruptcy, or filing of any proceeding to subject this lease or the interest of Lessee herein to garnishment or sale under execution.

21. REMEDIES FOR DEFAULT

In the event of default the Lease may be terminated. In the event of termination, regardless of how effected, including termination for need or failure to comply with any provision of this lease, Lessee shall, by the date of said termination, peaceably and quietly leave, vacate completely and surrender premises, including those improvements and fixtures placed or made thereon by Lessee that belong to State, in a good, clean and sightly condition, reasonable use and wear, and damage by earthquake, fire, public calamity, the elements, acts of God, or other circumstances over which Lessee has no control, excepted. If premises are not voluntarily surrendered, the State may, without notice, re-enter and take possession of premises and may, without breach of the peace, and with or without legal process, evict and dispossess Lessee from premises. In the event of termination or retaking of possession following default, State shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages: (1) The loss of rental from the date of default until a new lessee is secured, or until the termination date of the lease, whichever is sooner; and, (2) The reasonable costs of reentry and re-letting including without limitation the cost of any cleanup, refurbishing, removal of

Lessee's property, or any other expense occasioned by Lessee's default including but not limited to, any repair costs, attorney fees and court costs.

22. TIME

TIME is of the essence of every provision of this lease. Failure of State to object to the violation of any provision of this lease shall not be deemed a waiver by State of a subsequent similar breach nor of State's right to demand strict performance by Lessee of any provision contained therein.

23. LEASE MODIFICATION

Notwithstanding anything herein contained to the contrary, this lease may be terminated or any provision of this lease may be changed, by mutual consent of the parties hereto, in writing.

24. SUCCESSORS & ASSIGNS

The provisions of this lease and all obligations and rights thereunder shall extend to and bind the successors and assignees of Lessee and any assignee or legal successor of State.

25. FEDERAL HIGHWAY ADMINISTRATION (FHWA) REGULATIONS

Notwithstanding any provision herein to the contrary, Lessee shall comply with all the standards and requirements of Federal Highway Administration Regulation, which shall, in case of conflict with any provision of this lease, be deemed minimum standards and requirements. This paragraph shall not, however, relieve Lessee from the duty to comply with all other provisions of this lease and all provisions of this lease which are in addition to or more stringent than the standards and requirements of said regulations.

26. CIVIL RIGHTS (NON-DISCRIMINATION)

Lessee, for itself and assigns, as part of the consideration hereof, does covenant and agree, as a covenant running with the land, that (1) no person, on the grounds of race, color, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of premises; (2) that in connection with the construction of any improvements on premises, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and first-tier subcontractors in the selection and retention of second-tier subcontractors; and (3) that Lessee shall use premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R., Part 8), and as said Regulations may be amended.

In the event of breach of any of the above non-discrimination covenants, State shall have the right to immediately terminate this lease, to re-enter and repossess premises, and to hold the same as though this lease had never been made or issued.

27. PRIOR LEASES/AGREEMENTS

This lease is intended to supersede and/or replace all previous agreements, written or oral, entered into by the parties hereto for the rental of premises.

28. "UNIFORM" ACT

Should this lease be terminated for any reason, Lessee hereby acknowledges, understands, agrees and waives any and all benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, or any other benefits under similar acts applicable to Lessee, or the property leased herein.

29. SINGULAR/PLURAL

In construing this lease, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this lease shall apply equally to corporations and individuals.

30. NOTICES

The State (for notice) is:

Right-of-Way Manager
Department of Transportation
355 Capitol St., NE, Room 420
Salem, Oregon 97301-3871
Phone: (503) 986-3600
FAX: (503) 986-3625

The Lessee (for notice) is: **Advanced American Construction, Inc.**

~~415 S. McLoughlin Blvd~~ 8444 NW St. Helens Road
~~P.O. Box 1630~~ P.O. Box 83599
~~Oregon City, OR 97045~~ Portland, OR 97283
~~503-650-8207~~ 503-445-9000
~~fax 503-650-8230~~ 503-546-3031

31. COMPLETE AGREEMENT

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE, OR TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. LESSEE, BY THE SIGNATURE BELOW, HEREBY ACKNOWLEDGES READING THIS CONTRACT, UNDERSTANDING IT, AND AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS.

32. APPROVALS

ODOT Region Approval

By _____
ODOT Region Manager

Date _____

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION

By Deolinda G. Jones
For Deolinda G. Jones, Right of Way Manager

FHWA FORMAT APPROVAL

By _____
Title

Date _____

ADVANCED AMERICAN CONSTRUCTION, INC.

By Marion D. Burch
Title PRESIDENT

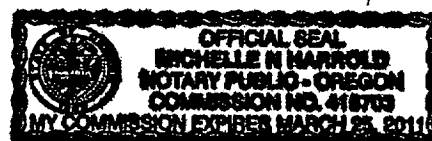
By _____
Title

In Witness Whereof, the lessee has executed this instrument this _____ day of _____, 2007; if a corporation lessee, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

State of Oregon, County of Multnomah.

This instrument was acknowledged before me on April 17, 2007, by Dee Burch and _____ who being sworn, stated that they are the President and _____ of Advanced American Construction, Inc., and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors. BEFORE ME:

Nichelle N. Harrold
Notary Public for Oregon
My Commission Expires: March 25, 2011



323 STATE OF OREGON, County of Marion

324

325 April 25, 2007. Personally appeared, Dennis B. Wiegall ^{he}
326 ^{Acting} Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily
327 signed on behalf of the State of Oregon by authority delegated to ^{him} ~~her~~. **BEFORE ME:**

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Dale R. Shafer
Notary Public for Oregon

My Commission expires: 11/01/2007



337 Lessee Federal Tax I.D. or Social Security No.:

338 ODOT Federal Tax I.D.:

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End of Lease Document

344

$l'' = 400'$

IN IW II
& INDEX
PORTLAND

CANCELLED NO:
200 NOT USED
900 NOT USED
1200
1300

SEE MAP IN IW 128B

SEE MAP IN 1W 12BC

SEE MAP IN IW 12

1.348 Miles



REAL PROPERTY LEASE

DATED: Effective January 1, 2008

BETWEEN: ADVANCED AMERICAN CONSTRUCTION
PROPERTIES, LLC,
an Oregon limited liability company

LESSOR

AND: ADVANCED AMERICAN CONSTRUCTION, INC.,
an Oregon corporation

LESSEE

WHEREAS, Lessee wishes to lease from Lessor the following described property, hereafter referred to as "the Premises":

See attached Exhibit A

It is now therefore agreed among the parties:

1. Lease Term and Base Rent

Lessor hereby leases the Premises to Lessee for a term of 300 months commencing May 1, 2006, and continuing through April 30, 2031. So long as Lessee is not in default either at the time of execution or commencement of an Extended Term, Lessee shall have the option to extend the term for 3 5-year renewal periods ("Extended Term(s)"). Lessee shall exercise such options by written notice to Lessor at least 60 days prior to expiration of the original or any Extended Term. Initial base rent shall be Forty-Five Thousand and 00/100 Dollars (\$45,000.00) per month payable in advance on the first day of each calendar month.

In addition to such base rent, the Lessee agrees to pay such sums as are set forth below, including taxes, utilities, insurance, maintenance and repair as additional rent (but which shall be paid directly to the appropriate entity) and this Lease shall be construed so as to result in all obligations arising out the property being obligations of Lessee. Lessee shall have no right of offset against Lessor.

2. Use of Premises

(a) Lessee shall use the Premises for the purpose of office use, manufacturing items related to construction projects, storing and warehousing construction related equipment and materials, loading and unloading barges and railcars, and shipping similar materials. If such use is prevented by any law or governmental regulation, Lessee may use the Premises for other reasonable uses.

(b) In connection with its use, Lessee shall, at its expense, comply with all applicable laws, ordinances and regulations of any public authority, including those requiring alteration of the Premises because of Lessee's specific use. Lessee shall create no nuisance nor allow any

objectionable liquid, odor, or noise to be emitted from the Premises, shall store no gasoline or other highly combustible materials on the Premises which would violate any applicable fire code, hazardous materials storage or other regulation. Lessee shall comply with all hazardous materials, toxic materials and hazardous waste laws and regulations, and shall store only those chemicals on the Premises, and only those quantities that are normally used in the ordinary business of Lessee. Lessee shall not overload the floors or electrical circuits of the Premises. Lessor shall have the right to approve the installation of any power driven machinery by Lessee, and may select a qualified electrician whose opinion will control regarding electrical circuits and a qualified engineer or architect whose opinion will control regarding floor loads.

(c) Lessee may erect sign(s) stating its name, business, services, and products after first securing Lessor's written approval of the size, color, design, wording, and location, and after securing all necessary governmental and property owners' association approvals. All signs installed by Lessee shall be removed upon termination of this lease with the sign location restored to its former state.

(d) Lessee shall make no alterations, additions, or improvements to the Premises without Lessor's prior written consent and without a valid building permit issued by the appropriate governmental agency. Upon termination of this lease, any such alterations, additions, or improvements (including without limitation all electrical, lighting, plumbing, heating and air-conditioning equipment, doors, windows, partitions, drapery, carpeting, shelving, counters, and physically attached fixtures) shall at once become part of the realty and belong to Lessor unless the terms of the applicable consent provide otherwise, or Lessor requests that part or all of the additions, alterations, or improvements be removed. In such case, Lessee shall at its sole cost and expense promptly remove the specified additions, alterations, or improvements and repair and restore the Premises to its original condition.

3. Last Month's Rent

Lessee has deposited with Lessor the sum of \$39,000.00, which is the amount of rent for the last month, and a security deposit in the amount of \$ _____.00, hereinafter referred to as the "Security Deposit," to secure the faithful performance by Lessee of each term, covenant, and condition of this lease. If Lessee shall at any time fail to make any payment or fail to keep or perform any term, covenant, or condition on its part to be made or performed or kept under this lease, Lessor may, but shall not be obligated to and without waiving or releasing Lessee from any obligation under this lease, use, apply or retain the whole or any part of the Security Deposit (a) to the extent of any sum due to Lessor; or (b) to make any required payment on Lessee's behalf; or (c) to compensate Lessor for any out of pocket expense due to Lessee's default. In such event, Lessee shall, within five days of written demand by Lessor, remit to Lessor sufficient funds to restore the Security Deposit to its original sum, and Lessee's failure to do so shall be a material breach of this lease. Lessor shall not be required to keep the Security Deposit separate from its general fund, and Lessee shall not be entitled to interest on such deposit. Should Lessee comply with all the terms, covenants, and conditions of this lease, then such Security Deposit shall be applied to the last month's rent under this lease, together with the estimated last month's rent set forth in this section. Any excess shall be refunded to Lessee after expiration of this lease, together with any extensions of Lease.

4. Utility Charges and Maintenance

Lessee shall pay when due all charges for electricity, natural gas, water, garbage collection, janitorial service, sewer, telephone, and all other utilities of any kind furnished to the Premises during the lease term. Lessee agrees to assume all obligations and maintenance for the telephone and security systems on the Premises, and to hold Lessor harmless from any liability arising thereunder for the term of this lease. Lessor shall have no liability resulting from any interruption of such utility services caused by any reason beyond Lessor's reasonable control. Lessee shall control the temperature in the premises to prevent freezing.

5. Taxes and Assessments

(a) Lessee shall pay when due real property taxes, assessments and levies and shall pay thirty (30) days after demand all operating expenses arising out of the Premises, and shall provide Lessor with proof of such payment annually. Lessor shall forward statements of all such costs to Lessee promptly after receipt by Lessor. Lessor's records of expenses for taxes, operating expenses, assessments and levies may be inspected by Lessee at reasonable times and intervals.

(b) Real property taxes charged to Lessee hereunder shall include all general real property taxes assessed against the Premises or payable during the lease term, installment payments on special assessments, and any rent tax, tax on Lessor's interest under this lease, or any tax in lieu of the foregoing, whether or not any such tax is now in effect. Lessee shall not, however, be obligated to pay any tax based upon Lessor's net income.

(c) Operating expenses shall be the responsibility of Lessee, and to the extent Lessor pays any such tax or operating expense, the expense shall be charged to Lessee. Operating expenses shall include all usual and necessary costs of operating and maintaining the Premises, buildings, and any surrounding areas including, but not limited to, the cost of all utilities or services, property insurance, maintenance and repair of landscaping, parking areas and any other facilities, repairs of the roof, exterior walls, and foundations of the buildings, and removal of any underground storage tanks or remediation of any environmental condition existing on the Premises at the date of this lease.

6. Maintenance and Repair

Lessee shall keep the Premises neatly maintained and in good order and repair. Lessee's responsibility shall include maintenance and repair of the electrical system, plumbing, sewers, drainpipes to sewers, air conditioning and heating systems, landscaping, landscape watering systems, overhead and personal doors, the roof, gutters, downspouts, exterior walls, building structure and foundation of the Premises, painting the Building as needed and replacement of all broken or cracked glass with glass of the same quality. Lessee shall refrain from any discharge that will damage any septic or other tanks or sewers serving the Premises, or violate any regulation applicable to such discharge. Lessee shall perform all monitoring required under applicable environmental laws and agreements with regulatory bodies.

Lessee shall keep any sidewalks abutting the Premises free and clear of snow, ice, debris and obstructions of every kind. Lessee shall keep the roof and drains leading from the roof free and clear of snow, ice, debris, or other obstructions.

7. Liability, Fire and Extended Coverage Insurance

(a) Lessee shall carry public liability and property damage insurance with limits of not less than \$2,000,000 for injury to one person in one occurrence, \$2,000,000 for injuries to more than one person in one occurrence, and \$500,000 property damage. Such insurance shall be evidenced by a certificate issued and delivered to Lessor and/or Lessor's Lender using form Acord 25 or Acord 27, stating that the coverage will not be cancelled or materially altered without 30 days' advance written notice to Lessor. Lessor and/or Lessor's Lender shall be named as an additional insured on such policy.

(b) Lessee shall carry fire and extended liability insurance in the amount of the replacement value of the property, without deduction for depreciation. The deductible on the policy shall not exceed \$50,000. Such insurance shall be evidenced by a certificate issued and delivered to Lessor and/or Lessor's Lender using form Acord 25 or Acord 27, stating that the coverage will not be cancelled or materially altered without 30 days' advance written notice to Lessor. Lessor and/or Lessor's Lender shall be named as the insured and/or additional insured on such policy, as appropriate.

(c) Lessee shall further carry boiler and machinery coverage naming Lessor and Lessor's Lender as additional insureds. Such insurance shall be evidenced by a certificate issued and delivered to Lessor and/or Lessor's Lender using form Acord 25 or Acord 27, stating that the coverage will not be cancelled or materially altered without 30 days' advance written notice to Lessor.

(d) All policies shall be written by insurance carriers with AM Best ratings not less than A and VIII. The policy forms and carriers shall be satisfactory to Lessor and Lessor's Lender.

8. Casualty Damage

(a) If fire or other casualty causes damage to the Building or the Premises in an amount exceeding 30 percent of the full construction-replacement cost of the Building or Premises, respectively, Lessor may elect to terminate this lease as of the date of the damage by notice in writing to Lessee within 30 days after such date. Otherwise, Lessee shall promptly repair the damage and restore the Premises to their former condition as soon as practicable. Rent shall be abated during the period and to the extent the premises are not reasonably useable for the use permitted by this lease.

(b) Lessee shall be responsible for insuring the Premises and for insuring its personal property and trade fixtures located on the Premises. If any activity by Lessee on the Premises causes fire insurance rate to increase, Lessee shall pay the amount of such increase promptly.

(c) Neither party shall be liable to the other for any loss or damage to the Premises or Lessee's personal property thereon caused by any of the risks covered by a standard fire insurance policy with extended coverage endorsement, and there shall be no subrogation claim by one party's insurance carrier against the other party arising out of any such loss.

9. Condemnation

If a condemning authority takes the entire Premises or a portion sufficient to render the remainder unsuitable for Lessee's use, then either party may elect to terminate this lease effective on the date that title passes to the condemning authority. Otherwise, Lessor shall proceed as soon as practicable to restore the remaining Premises to a condition comparable to that existing at the time of the taking. Rent shall be abated during the period of restoration to the extent the Premises are not reasonably useable by Lessee, and rent shall be reduced for the remainder of the term in an amount equal to the reduction in rental value of the Premises caused by the taking. All condemnation proceeds shall belong to Lessor.

10. Assignment and Subletting

Lessee shall not assign its interest under this lease, nor mortgage or sublet the Premises without first obtaining Lessor's consent in writing. No consent in one instance shall prevent this provision from applying to each subsequent instance. This provision shall apply to all transfers by operation of a law including, but not limited to, mergers and changes in control of Lessee. No assignment shall relieve Lessee of its obligation to pay rent or perform other obligations required by this lease. If Lessee assigns this lease or sublets the Premises for an amount in excess of the rent called for by this Lease, such excess shall be paid to Lessor promptly as it is received by Lessee.

11. Default

Any of the following shall constitute a default by Lessee under this lease:

(a) Lessee's failure to pay rent or any other charge under this lease within 10 days after it is due, or failure to comply with any other term or condition within 20 days following written notice from Lessor specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall be satisfied if Lessee commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible.

(b) Lessee's insolvency; assignment for the benefit of its creditors; Lessee's voluntary petition in bankruptcy or adjudication as bankrupt, or the appointment of a receiver for Lessee's properties.

12. Remedies on Default

In case of default as described in paragraph 11 above, Lessor shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a) Retake possession of the Premises by summary proceedings and relet the Premises upon any reasonable terms. No such reletting shall be construed as an acceptance of a surrender of Lessee's leasehold interest.

(b) Recover damages caused by Lessee's default which shall include reasonable attorneys' fees at trial and on any appeal therefrom. Lessor may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Lessor may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease equal to the difference between the rent under this lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the rate of 6 percent per annum.

(c) Make any payment or perform any obligation required of Lessee so as to cure Lessee's default, in which case Lessor shall be entitled to recover all amounts so expended from Lessee, plus interest from the date of the expenditure at the rate of 10 percent per annum.

13. Surrender on Termination

(a) On expiration or early termination of this lease, Lessee shall deliver all keys to Lessor, have final utility readings made on the date of move out, and surrender the Premises clean and free of debris inside and out, with all mechanical, electrical, and plumbing systems in good operating condition, all signing removed and defacement corrected and all repairs called for under this lease completed. The Premises shall be delivered in the same condition as at the commencement of the term, subject only to depreciation and wear from ordinary use. Lessee shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Lessor may dispose of it in any manner without liability.

(b) If Lessee fails to vacate the Premises when required, Lessor may elect either to treat Lessee as a tenant from month to month, subject to all provisions of this lease except the provision for term, or to eject Lessee from the Premises and recover damages caused by wrongful holdover.

14. Liability and Indemnity

Lessor warrants that so long as Lessee complies with all terms of this lease it shall be entitled peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Lessor or persons claiming through Lessor, except as provided herein.

Lessee shall indemnify Lessor from all claims arising out of this Lease, or any breach thereof, or any insurance issued under this Lease. In addition, Lessee agrees to defend and hold Lessor harmless from any claim arising pursuant to insurance issued under this Lease.

15. General Provisions

(a) Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

(b) Subject to the limitations on transfer of Lessee's interest, this lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and permitted assigns.

(c) Lessor shall have the right to enter upon the Premises at any time to determine Lessee's compliance with this lease, to make necessary repairs to the Building or the Premises, or to show the Premises to any prospective tenant or purchasers. During the last two months of the term, Lessor may place an maintain upon the Premises notices for leasing or sale of the Premises.

(d) If this lease commences or terminates at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of such date, and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Lessee or paid on its account.

(e) Lessee shall within 10 days following Lessor's written request deliver to Lessor a written statement specifying the dates to which the rent and other charges have been paid, whether the lease is unmodified and in full force and effect, and any other matters that may reasonably be requested by Lessor.

(f) Notices between the parties relating to this lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Rent shall be payable to Lessor at the same address and in the same manner.

(g) Lessee has inspected the Premises and accepts them AS IS.

16. Transfer and Assignment

Lessee shall not transfer or assign all or any part of its interest in this Lease without the prior written consent of Lessor. Lessee acknowledges that Lessor may assign its rights in this lease to one or more lenders as security for the purchase and construction of the Premises.

17. Subordination and Attornment

Lessee shall subordinate its interest, and attorn to any lenders described in Section 16.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this lease as of the day and year first written above.

LESSEE:

LESSOR:

ADVANCED AMERICAN CONSTRUCTION,
INC., an Oregon corporation

ADVANCED AMERICAN CONSTRUCTION
PROPERTIES, LLC, an Oregon limited liability
company

By: Ma D. Buhl
Its: PRESIDENT
By: _____

By: Ma D. Buhl
Its: PRESIDENT
By: _____



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10
OREGON OPERATIONS OFFICE
805 SW Broadway, Suite 500
Portland, Oregon 97205

May 16, 2008

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Port of Portland & Co-Chairman, Lower Willamette Group
121 NW Everett
Portland, Oregon 97209

Mr. Robert Wyatt
Northwest Natural & Co-Chairman, Lower Willamette Group
220 Northwest Second Avenue
Portland, Oregon 97209

Re: Portland Harbor Superfund Site; Administrative Order on Consent for Remedial Investigation and Feasibility Study; Docket No. CERCLA-10-2001-0240. EPA Comments on Section 11 of the Comprehensive Round 2 Site Characterization and Data Gaps Report

Dear Messrs. Wyatt and McKenna:

EPA comments on Section 11 of the Comprehensive Round 2 Site Characterization and Data Gaps Report (Round 2 Report) are attached. These comments focus on the process for developing and presenting the conceptual site model (CSM) in the draft remedial investigation report (RI Report) and subsequent refinement of the CSM for the draft feasibility study report (FS Report). In addition, specific comments regarding individual initial areas of potential concern (iAOPCs) are presented.

In general, EPA believes that the information presented in Section 11 of the Round 2 Report represents an appropriate level of detail for the draft remedial investigation report (RI Report). In particular, EPA believes that the RI Report should provide a summary similar to the presentation in Section 11.2 (Site-Wide AOPC for PCBs). A discussion of all known sources and pathways (See Section 11.2.3) and the relationship between sources and in-water contamination (See Section 11.2.4) should be provided. Overall, the goal of the CSM is to develop and understand, in a qualitative manner, the relationship between sources, pathways and the distribution of contamination.

As with previous comments on the Round 2 Report, EPA does not anticipate revision of the Round 2 Report. Rather, EPA comments on Section 11 should be incorporated into the draft RI and FS reports as appropriate.

If you have any questions, please contact Chip Humphrey at (503) 326-2678 or Eric Blischke (503) 326-4006. All legal inquiries should be directed to Lori Cora at (206) 553-1115.

Sincerely,

Chip Humphrey
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Remedial Project Managers

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May 16, 2008

GENERAL COMMENTS:

EPA has developed these comments based on a review of Section 11 of the Round 2 Comprehensive Site Summary and Data Gaps Analysis Report (Round 2 Report). In general, EPA believes that the information presented in Section 11 of the Round 2 Report represents an appropriate level of detail for the draft remedial investigation report (RI Report). Due to the lack of upland loading data and uncertainties about the contribution of contamination from current and historical sources, EPA does not recommend a quantitative evaluation. Rather, information regarding upland contamination on a pathway by pathway basis should be discussed in relation to the observed distribution of in-water sediment, biota, surface water and transition zone water contamination.

General Process:

EPA has outlined the general process for developing the conceptual site model (CSM) to be presented in Section 10 of the draft RI report and updating the CSM on a sediment management area (SMA) basis in the draft feasibility study report (FS Report). In outlining this process, EPA has taken into account recent discussions between EPA and the Lower Willamette Group regarding RI Report presentation, the development of areas of potential concern (AOPCs) and development of SMAs.

Identify Indicator Chemicals: The Round 2 Report identified 23 Indicator Chemicals for mapping purposes. In addition, the process that was used to develop chemicals for identifying AOPCs in Section 10 was unclear. EPA's general comments on the Round 2 Report (January 15, 2008) identified an additional 14 chemicals for mapping. EPA is currently reviewing the LWG's list of RI indicator chemicals that was provided via email on April 30, 2008 and expects to identify several additional chemicals to be added to the LWGs list for mapping purposes in the draft RI Report. Indicator chemicals will be selected for each media of concern based on the results of the preliminary risk assessment, frequency of detection within the Portland Harbor study area and the prevalence of contaminant sources.

Develop RI Conceptual Site Model: EPA agrees that Section 10 of the RI Report should present the Remedial Investigation CSM for key indicator chemicals. The CSMs should be developed for comprehensive sets of indicator chemicals. EPA is currently reviewing the LWG's April 30, 2008 proposed list of CSM chemicals and expects to identify some additional chemicals to include in the CSM. For each CSM chemical, the RI Report should provide a summary similar to the presentation in Section 11.2 (Site-Wide AOPC for PCBs). A discussion of all known sources and pathways (See Section 11.2.3) and the relationship between sources and in-water contamination (See Section 11.2.4) should be provided. The goal of the CSM is to develop and understand, in a qualitative manner, the relationship between sources, pathways and the distribution of contamination. In general, the level of detail presented in Section 11 of the Round 2 Report is adequate for the draft RI Report.

Develop Preliminary Remediation Goals and Identify Areas of Potential Concern: EPA expects that preliminary remediation goals (PRGs) will be refined based on site specific exposure scenarios evaluated in the baseline human health and ecological risk assessments and the identification of potential ARARs. Chemical concentrations that exceed PRGs should be mapped to identify AOPCs. EPA further expects that this mapping step will be presented in an interim document to be submitted prior to submittal of the Remedial Action Alternatives Development and Screening Memorandum.

Develop Sediment Management Area Specific Conceptual Site Models: Following the development of SMAs in the Remedial Alternatives Development and Screening Evaluation Technical Memorandum, SMA specific CSMs should be developed to support the development, evaluation and selection of remedial action alternatives in the FS. EPA expects that more detail regarding sources and pathways of contamination in relation to in-water contaminant distributions and a semi-quantitative evaluation will be presented.

SPECIFIC COMMENTS:

Section 11.0 – Conceptual Site Model

The stated objectives of the conceptual site model (CSM) presented in Section 11 are:

- Identify the key historical and ongoing sources and migration pathways contribution to risk at the harbor-wide and iAOPC-specific scales
- Qualitatively assess the relative magnitude of current and historical sources and migration pathways at the harbor-wide and AOPC-specific scales.

Although EPA is in general agreement with the stated objectives, the CSM presented in the draft remedial investigation report (RI Report) should not attempt to develop a quantitative link between sources and pathways of contamination and site risk. Rather, as stated above, the goal of the CSM should be to qualitatively connect the dots between key historical and on-going sources of contamination and migration pathways to observed nature and extent of sediment, biota, surface water and transition zone water contamination. Factual information regarding sources of contamination should be summarized and discussed in relation to the observed nature and extent of in-water contamination for all media sampled. Uncertainties regarding the historical sources of contamination and upland characterization efforts should be identified.

Section 11.1.1 – iCOCs and Potential iCOCs

Initial contaminants of concern (iCOCs) were developed in Section 10 and presented in Table 10.5.1. However, as stated in our comments on Section 10, the process for selecting the iCOCs presented in Table 10.5.1 and discussed further in Section 11 is unclear. In general, EPA believes that the list of iCOCs is incomplete. Numerous chemicals that may pose a risk to human health or the environment at a given iAOPC are not presented. In addition, many chemicals with documented upland sources and release mechanisms are not discussed. For example, at iAOPC 1, chemicals such as lead, chromium and polycyclic aromatic hydrocarbons

(PAHs) are known to have been released at the upland facility and may pose a risk based on a preliminary risk evaluation but are not included in the CSM.

When evaluating sources and pathways of contamination to the Willamette River, it is important that a comprehensive set of chemicals be evaluated to avoid overlooking key release areas and migration pathways. As stated in our January 15, 2008 general comments, other potential indicator chemicals should include metals such as chromium, copper, lead, nickel, and possibly cadmium, selenium and silver and key organic chemical such as dieldrin, endrin, hexachlorobutadiene, total petroleum hydrocarbons (TPH), di-n-butyl phthalate and phenol. Although a final set of indicator chemicals has not been agreed upon, to the extent these chemicals are likely to pose a risk to human health and the environment and have known sources associated with a given AOPC, they should be discussed in the CSM.

Section 11.1.2 – Loading, Fate and Transport Processes

During recent discussions, the LWG has stated that the hybrid fate and transport model will be used to support the CSM to be presented in the draft RI Report. EPA believes that the hybrid fate and transport model is primarily a tool for performing a comparative analysis of remedial action alternatives in the FS. It should be noted that although there is a large amount of uncertainty associated with the results of the hybrid fate and transport model, the model can be used to better understand the movement of contaminated sediments within the system and evaluate recontamination potential.

Section 11.1.2.1 – External Loading Terms

EPA agrees that the loading terms range from quantitative estimates to terms for which little information is available. In particular, little or no information may be available to estimate historic loading terms.

Factual information and greater detail regarding chemical loading was presented in Sections 5 and 7 and Appendix D of the Round 2 Report. EPA comments on these sections should be incorporated into the updated CSM presented in the draft RI Report as appropriate.

- *Upstream Surface Water and Sediment Loading:* This section states that upstream sediment and surface water loading terms are defined as the mass loading rate passing RM 11 into the study area. In our January 15, 2008 general comments on the Round 2 Report (Comment 28) EPA commented that upstream loading should be estimated based on data collected at RM 15. The basis for this comment is that known sources of site contaminants (i.e., polychlorinated biphenyls [PCBs] off-shore of the CLD facility at RM 11.5) are present just upstream of RM 11. In addition, based on recent discussions, the study area boundary has been expanded to RM 11.8 to account for the presence of the RM 11.5 PCB source.
- *Stormwater:* The stormwater technical team is developing an approach for estimating stormwater loads based on recently collected stormwater data. Once this approach has

been finalized, it should be used to estimate external loading terms for stormwater discharges to Portland Harbor.

- *Groundwater Advection through Sediments:* Statements in this section appear to contradict statements presented in the Upland Groundwater Plume Discharge section above. This section states “Qualitative estimates of loading to surface water from advection through sediments are presented in Appendix D.” However, in the previous section, it refers to this pathway as a “transport process within the Study Area, as opposed to an external loading term.” During recent discussions, it was agreed that subsurface loading to surface sediments/pore water would be included as a loading term.
- *Atmospheric Deposition:* EPA commented previously that the atmospheric deposition pathway should consider atmospheric deposition to the watershed in addition to direct deposition to surface water. During recent discussions, it was agreed that a literature based evaluation focusing on local data would be performed to qualitatively understand the contribution of atmospheric deposition to upstream loading and study area runoff.
- *Permitted Wastewater Discharges:* EPA commented previously that the evaluation of permitted wastewater discharges should also include 1500 and 1300J permits. During recent discussions, it was agreed that 1500 and 1300J discharges would be evaluated.
- *Riverbank Erosion:* It should be noted that river bank erosion is also the result of wind driven wave and wake action.

Section 11.1.2.2 – Fate and Transport Processes

Sediment Transport: This section does not refer to bedload. As stated in our comments on the fate and transport modeling effort, additional information regarding the significance of bedload in transporting contaminants within the Portland Harbor site should be presented.

Uptake into Biota: This does not appear to be a significant fate and transport process.

Section 11.1.3 – Loading, Fate and Transport of iCOCs and Potential iCOCs

EPA understands that the LWG is proposing to develop the CSM for the draft RI Report on a chemical by chemical basis. This is an acceptable approach as long as a comprehensive set of chemicals is evaluated and information regarding specific contaminant sources and release mechanisms is provided. Key sources of contamination for each chemical presented in the CSM should be identified and presented on site maps. Relevant migration pathways should be identified and information about the concentration, volume and duration of the release should be presented.

Information regarding current and historic sources of contamination should be evaluated with respect to the observed distribution of contamination in all relevant media. Factual information collected at upland investigations should be considered. The discussion should be similar to

some of the evaluations presented in Section 11 such as the discussion of the patterns of contamination relative to stormwater outfalls presented in Section 11.3.3.

More detail should be provided regarding potential sources of contamination within the study area. For example, in the discussion of dioxins and furans, key sources and migration pathways should be identified. For example, more information regarding operations that may have generated dioxins at the Rhone Poulenc site, the location and time period over which those release occurred and key migration pathways that may have transport releases to the River should be presented and discussed.

Section 11.2 – Site Wide iAOPC

The presentation of information regarding the site-wide iAOPC represents a good model for how information should be presented in the RI CSM. For each chemical evaluated, information should be presented on:

- *Chemical Distribution in all relevant media (11.2.2)*: Information should be presented for all media. Information about the mixture patterns and chemical form (e.g., total vs. dissolved concentrations) should be presented.
- *Potential Sources of iCOCs (11.2.3)*: All key sources and migrations pathways should be identified and discussed.
- *Relationship of Upland Sources to the Distribution of iCOCs (11.2.4)*: Information regarding sources and pathways should be related to the in-water chemical distribution.

Section 11.3 – CSM for iAOPCs

In general, the information presented in Section 11.3 is accurate, comprehensive and well presented. The primary concern with the presentation is the lack of chemicals discussed which made it difficult to develop a comprehensive understanding of the relationship between upland sources and pathways of contamination and the in-water contaminant distribution. Since AOPCs will not be presented in the draft RI, these comments should be considered for both the draft RI CSM and the FS CSM (Remedial Alternatives Development and Screening Evaluation Technical Memorandum) even though they may be presented and discussed differently below.

In order to develop detailed comments on Section 11 of the Round 2 Report, EPA consulted DEQ project managers with direct knowledge of each of the specific iAOPCs. The focus of this review was to evaluate the conceptual release models presented for the various upland and overwater activities and sites for consistency with DEQ's conceptual understanding of the site.

Section 11.3.1 - iAOPC 1 – Oregon Steel Mills

Chemicals of Concern: The Round 2 Report identified PCBs as initial chemicals of concern (iCOCs) and zinc and dibutyl phthalate as potential iCOCs. Other COIs in the vicinity of iAOPC 1 include chromium, lead and PAHs. In addition, sediments collected in the vicinity of iAOPC 1 have a high to very high potential for benthic toxicity based on an evaluation of empirical bioassay results and other lines of evidence such as application of sediment quality guidelines (SQGs) and predictive models developed for the Portland Harbor site.

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Factual Errors: Map 10.5-3j is intended to show iAOPCs within River Mile 10 to 11. Instead, this map shows River Mile 2 to 3. In addition, Section 11.3.1.3.5, Riverbank Erosion, Page 11-70, 2nd full paragraph, last sentence should be revised to state that the source control measure currently being evaluated by DEQ includes bank stabilization, removal and capping.

Section 11.3.2 - iAOPC 2 - OF-53A & OSM

Chemicals of Concern: It is unclear why many of the upland COIs (e.g., TPH, PAHs, and iAOPC metals) were not evaluated for iAOPC 2. Evaluation of additional chemicals of concern may identify more upland sources and migration pathways associated with iAOPC 2.

Section 11.3.3 - iAOPCs 3, 4 and 5 - PEO and Schnitzer Steel

Chemicals of Concern: It is unclear why many of the upland COIs (e.g., metals including lead in particular and also copper, chromium, and mercury; butyltins; PAHs; and pesticides) were not evaluated for iAOPCs 3, 4 and 5. In addition, residual range hydrocarbons (RRH) and zinc are listed as part of iAOPC 3 but not discussed in text.

Factual Errors/Omissions: Additional information regarding upland contamination should be presented including recent groundwater sampling efforts at PEO. There are known sources of PCBs and hydrocarbons in shallow soil at the Schnitzer site and upland investigations are ongoing. A multitude of contaminants have been detected in sediment. Stormwater and over water activities are a likely source of these contaminants.

Section 11.3.4 - iAOPC T-4

Chemicals of Concern: It is unclear why many of the upland COIs (e.g., TPH, arsenic, chromium, copper, mercury, nickel, and phthalates) were not evaluated for iAOPC T-4. Evaluation of additional chemicals of concern may identify more upland sources and migration pathways associated with iAOPC T-4.

Section 11.3.5 - iAOPC 6 - Arco/BP

Chemicals of Concern: iCOCs for the Arco/BP site include mercury and silver which do not appear to be site related. Diesel range hydrocarbons (DRH) are assumed to come from the Arco. However, Arco has done forensic evaluation of PAH sources that should be considered.

Factual Errors/Omissions: The draft RI should discuss the near-shore sediment removal planned for this summer/fall.

Section 11.3.6 - iAOPC 7 – MarCom North and South Parcel

Chemicals of Concern: Several upland COIs were not included in the evaluation (chromium, lead, copper, zinc, PAHs and butyltins). It is unclear why silver was selected as an iCOC for iAOPC 7. It is unclear whether upland sources of silver are present.

Factual Errors/Omissions: There are some questionable conclusions drawn about outfall 52A and the private outfall WR-285; existing stormwater data are insufficient to support the conclusions. It should be noted that visible sandblast grit is present along the exposed beach area. An upland/beach removal action to address sandblast grit is in the planning stage at the MarCom South parcel. Additional sampling to delineate the distribution of grit in-water and the future boundary of the pending upland action may be required. There is PCB contamination in upland soils that was not discussed in text. Likely sources include historic stormwater discharges and historic over water activities. It should be noted that the Port of Portland, the new owner of MarCom North parcel, recently completed a remedial action removing contaminated soil and sandblast grit piles at the MarCom North parcel.

Section 11.3.7 - iAOPC 8 and 9 – Former Marine Finance

Factual Errors/Omissions:

In general, the discussion presented in this section does not take into account source control actions and site investigation findings. Substantial source control work has been conducted at the site, including excavation of over 1000 cubic yards of surface soil to eliminate soil concentrations above Joint Source Control Strategy (JSCS) levels. Contaminants of potential concern (COPCs) were monitored in groundwater; all groundwater detections were below screening levels during a three sampling events. Little if any mention of this is made in Section 11.3.7. Other source control measures included capping of the site with asphalt and/or the building, virtually eliminating the overland flow or storm water pathway as pathways of concern. Storm water sampling has shown COPCs to be below JSCS SLVs. DEQ determined no further action was necessary for the Marine Finance site in April 2008.

The description of site activities (historic versus current) is unclear. Current site activities should be described as follows:

Advanced American Construction, Inc. (AAC) is a heavy, civil, marine contractor. The 7+ acre site at 8444 NW St. Helens Road, Portland, Oregon is AAC's headquarters (and only) site. AAC has owned the site since November 2004, occupied the new building May 8, 2006, and currently utilizes the entire site. None of the yard is leased to any other tenant for any other use. Site operations include barge and tug moorage, on-land and in-building equipment storage and maintenance, machine shop, and offices for support of off-site construction projects throughout the western United States. Hendren Towboats ceased operations and moved out September 1, 2005.

The text should clarify that the site has been developed and that virtually all site structures shown on Map 11.3.7-1 discussed in the text have been removed. The text also states that PCBs were not identified as COIs by DEQ in the upland; this is incorrect. During the 2000 site investigation a total of three subsurface and seven surface soil samples were analyzed for PCBs. PCBs were not detected above the detection limit of 100 ug/kg. These data are contained in Appendix D of the October 2000 SI Report. Based on this information, DEQ determined that PCBs were adequately evaluated and they were ruled out as a contaminant of potential concern at the site.

DEQ did not identify DDT and associated breakdown products during its expanded preliminary assessment because no source or use at the site was identified. The only evidence for DDT compounds was a drum labeled “pesticides” observed during the investigation. DDT was detected at moderate concentration (272 ug/kg) in one sample collected near the former Hendren Dock. DDT is an area-wide contaminant in Portland Harbor and there are DDT source areas immediately upstream. However, due to the lack of use of DDT at the upland site, it is unclear whether iAOPCs 8 and 9 are a significant source of DDT contamination.

Chromium copper, lead, mercury, nickel, silver and zinc were sporadically detected in groundwater samples. With the exception of silver, only one detected concentration for each of these metals exceeded screening criteria. Silver exceeded its screening criteria in two samples. Based on the general low frequency of detection, and very limited detections above screening level criteria, DEQ concluded that discharge of shallow groundwater does not appear to present a significant threat to the Willamette River for any of these metals. Although arsenic was detected at a higher frequency (6 of 18 samples), the reported concentrations are below the applicable screening criterion.

DEQ does not agree that the site is a “medium” as a potential DDT source. It appears that this conclusion is based on the fact that a single drum on site was observed to be labeled “pesticides”, and one moderately elevated DDT sample collected near the Hendren Dock.

Section 11.3.8 - iAOPC 10 - Crawford Street Corporation and City of Portland Water Lab

Chemicals of Concern: iCOCs identified for iAOPC 10 are limited to PCBs and arsenic. However other metals such as copper were detected in offshore sediments collected as part of the RI/FS and in post-excavation beach samples collected in 2001. Other potential chemicals of interest in iAOPC 10 should include zinc, butyltins, and PAHs.

Section 11.3.9 - iAOPC 11 – GASCO, Siltronic and US Moorings

Chemicals of Concern: The lists of iCOCs and iCOPCs should be revised to include constituents of manufactured gas plant (MGP) waste (e.g., PAHs; cyanide; metals; and benzene, toluene, ethylbenzene, and xylene [BTEX] compounds) and chemicals detected offshore of the Siltronic facility (e.g., trichloroethene (TCE) and breakdown products such as dichloroethene and vinyl chloride).

Factual Errors and Omissions:

The indentation in the iAOPC boundary off-shore of the northern corner of the Siltronic facility should be removed (i.e., the AOPC should be roughly rectangular in shape) to ensure that TCE contamination “Area 2” is fully contained within the area.

The results of the in-water Phase 2 Offshore Field Sampling Approach that took place in 2007 should be evaluated to determine whether any modifications to the CSM for iAOPC 11 are required.

The following changes to the summary of contaminant transport pathways should be made:

- The groundwater (alluvial water-bearing zone [WBZ], alluvial WBZ) and riverbank erodible soils pathways are complete and currently considered the most significant uplands contaminant transport pathways in the iAOPC.
- The storm water conveyance systems are potentially complete pathways and are currently being evaluated at both sites.
- Source control for dense non-aqueous phase liquid (DNAPL), groundwater, and riverbank soils is required from the downstream property of the GASCO site to upstream of the former lowland effluent pond overflow areas on the Siltronic site. From there to the upstream property line of the Siltronic site source control is considered warranted and is being further evaluated during field work scheduled for this year.

Extent of cyanide and semi-volatile organic compounds (SVOC) and volatile organic compounds (VOC) plumes off-shore of the Siltronic and GASCO sites has not been fully characterized. Site figures should be reviewed and revised based on the results of the Phase 2 offshore field sampling conducted in 2007. The TCE plume originating from Siltronic should be depicted as being continuous from the uplands source (i.e., from former TCE USTs), under the river, and surrounding the areas of transition zone water (TZW) exceedances shown.

Figure 5.1-1h appears to be incomplete as groundwater has been heavily impacted by constituents of MGP waste (i.e., diesel-range and residual-range petroleum hydrocarbons) Figure should be reviewed and revised based on the results of in-water Phase 2 Offshore Field Sampling Approach to be conducted by NW Natural beginning in July 2007

Section 11.3.10 - iAOPC 12 – Navigation Channel off-shore of Willamette Cove

Chemicals of Concern: Evaluation of additional chemicals of concern may identify more upland sources and migration pathways associated with iAOPC 12.

Section 11.3.11 - iAOPC 13 – Willamette Cove and downstream of McCormick and Baxter

Chemicals of Concern: The Round 2 Report identified PCBs, dioxin and pesticides as iCOC and mercury and TPH as potential iCOCs for iAOPC 13. It should be noted that PCBs were not identified as a COC in the McCormick and Baxter RI. Section 11.3.11 does not adequately describe the petroleum contamination located along the shoreline in the northeastern corner of Willamette Cove.

Factual Errors and Omissions:

The basis for extending the area of iAOPC13 over the McCormick and Baxter Site sediment cap is questioned. Rather, it may be more appropriate to terminate iAOPC13 at the edge of the sediment cap and to extend this iAOPC to include all of the area between the sediment cap and the current downstream boundary of iAOPC13. This boundary revision would result in iAOPC13 being segregated from iAOPC 12.

The footprint of the McCormick and Baxter sediment cap is incorrectly shown on the folio maps. The maps should be updated with as-built drawings of the McCormick and Baxter sediment cap. (The difference is very significant along the shoreline where the sediment cap extends several hundred feet further into Willamette Cove.)

The Round 2 Report provides various references to sources of contamination originating or potential originating from the McCormick and Baxter site but does not clarify that these releases occurred prior to implementation of the McCormick and Baxter remedial actions. Furthermore, the report does not adequately distinguish between pre- and post-RA sampling results (e.g., sediment sample locations which have since been covered by the sediment cap) and does not provide or reference McCormick and Baxter data collected since remedy implementation. For example, the Oregon DEQ has collected surface water and sediment pore water samples from within the sediment cap footprint in Willamette Cove in fall-2002, fall-2003, fall-2005, spring-2006, fall-2006 and spring-2007. By excluding these data and focusing on historic, pre-RA conditions, the CSM raises undue uncertainty about the nature, extent and source of iCOPCs in iAOPC 13.

The iAOPC 13 CSM presentation should identify and discuss the potential for hazardous substances to be associated with the submerged barge located along the Willamette Cove shoreline, in the vicinity of the historic dry docks, as shown in the figure below. This barge is located close to several of the highest sediment PCB sample locations. This barge should not be confused with the barge incorrectly shown on Folio Map 11.3.10-1, which was removed in 2004.

The November 2004 Multi-beam bathymetric survey was performed by DEQ following construction of the McCormick and Baxter sediment cap.

Surface water and tissue data from the cove suggest an active PCB source which is not consistent with the sediment data. The draft RI report should include the mid-2008 beach investigation and removal work conducted by the Port.

The iAOPC 13 CSM presentation does not adequately describe the petroleum contamination located along the shoreline in the northeastern corner of Willamette Cove (Section 11.3.10.3.4 downplays its nature and extent). This contamination was discovered during construction of the M&B sediment cap and was confirmed to be a separate and discrete source from the McCormick and Baxter site. Although contaminated sediments located above Ordinary Low Water (OLW) were removed by DEQ's construction contractor, under an interagency agreement with Metro, substantial contamination remains below OLW.

The discussion of overwater discharges should identify as a potential overwater source the transformers which were historically located overwater on the former dry docks.

Section 11.3.12 - iAOPC 14 – Rhone Poulenc and Arkema

Chemicals of Concern: A number of iCOCs were not included for the Arkema/Rhone Poulenc iAOPC. For example, arsenic (identified only as an iCOC) is present at the beach near the railroad bridge well in excess of industrial PRGs and background values and there are several

organochlorine pesticides and herbicides present at the upland facility and in off-shore sediments that were not discussed. In addition, some significant COPCs were screened out (e.g., perchlorate, chlorobenzene and chromium) at the Arkema site.

Despite the availability of transition zone water data, intermediate/deep groundwater discharges into or below the river and has not been fully characterized. Given that the contaminant levels in the intermediate/deep groundwater zone may exceed levels observed in shallower transition zone data, additional characterization of the Rhone Poulenc groundwater discharge may be required to support upland source control and in-water remedial design efforts.

Factual Errors and Omissions:

The Round 2 Report focuses on chloroform and TCE as being the primary concern for the groundwater pathway. However, other VOCs such as mono- and dichlorobenzene and vinyl chloride are also present. Arsenic, dioxins/furans, phthalate compounds and silvex are also concerns. Dioxin transport via the groundwater pathway is a concern for the Rhone Poulenc groundwater plume and is currently being evaluated. Note that the dioxin plume at Rhone Poulenc extends farther north on the Siltronic property than is shown. The Rhone Poulenc 1,2-Dichlorobenzene plume extends farther north than shown, almost to the boundary between Siltronic and NW Natural. Benzene and TCE extends from the Rhone Poulenc facility to the river and south to Arkema Lots 1 and 2 and north to the BNSF railroad. Also, a petroleum plume originates from the Rhone Poulenc facility which is not shown on the summary groundwater figures.

The Round 2 Report concludes that “loads generally increase through the Study Area to RM 6.3”. It is more likely the middle data point at RM 6.3 reflects a spike in concentrations of pesticides related to the Rhone Poulenc and Arkema sites rather than a study area trend.

Section 11.3.13 - iAOPC 15 and 16 – City outfall 048 and Triangle Park

Chemicals of Concern: iCOCs identified in the Round 2 Report for iAOPC 16 are limited to PCBs. In addition, iAOPC 16 is restricted to the downstream corner of the embayment at Triangle Park. The upstream corner of the embayment contains elevated concentrations of metals, butyltins, PCBs, PAHs, TPH and possibly pesticides. These chemicals should be included as iCOCs for iAOPC 16. iCOCs identified in the Round 2 report for this iAOPC are limited to dioxin and arsenic. Other metals (particularly zinc) and PAHs should also be considered.

Factual Errors and Omissions:

iAOPC15 is depicted as extending over the McCormick and Baxter sediment cap. The relationship between iAOPC 15 and the McCormick and Baxter sediment cap should be presented.

Potential impacts from the former dock structure as well as historic operations over the dock should be discussed as a potential data gap for iAOPC15.

The footprint of the McCormick and Baxter sediment cap is incorrectly shown on the folio maps. The maps should be updated with as-built drawings of the sediment cap. (Although, the deviation is minor for iAOPC15, the difference is very significant for iAOPC13 where the sediment cap extends several hundred feet further into Willamette Cove.)

The Round 2 Report provides various references to sources of contamination originating or potentially originating from the McCormick and Baxter site but does not clarify that these releases occurred prior to implementation of the McCormick and Baxter remedial actions. Furthermore, the report does not adequately distinguish between pre- and post-RA sampling results (e.g., sediment sample locations which have since been covered by the sediment cap) and does not provide or reference McCormick and Baxter data collected since remedy implementation. For example, the Oregon DEQ has collected surface water and sediment pore water samples from within the sediment cap footprint in Willamette Cove in fall-2002, fall-2003, fall-2005, spring-2006, fall-2006 and spring-2007. By excluding these data and focusing on historic, pre-RA conditions, the CSM raises undue uncertainty about the nature, extent and source of iCOPCs in IAOPC 15.

The statement in Section 11.3.12.1.1, that most structures have been removed is not entirely correct. A very large dock historically separated the Triangle Park and McCormick and Baxter properties. This dock extended into the river forming a "T". The Triangle Park property was filled landward of the dock. The portion of the dock extending in front of the M&B property appears to have mostly collapsed into the river by the early 1970s. Several hundred pilings of this dock were removed in 2004 as a conservation measure of the Endangered Species Act Biological Opinion. During these removal operations, construction workers reported substantial debris, presumably the dock's surface decking, littering the river bottom.

Section 11.3.12.1.3, Upland Hydrogeology, Page 11-209, 5th full paragraph - The sediment cap was constructed over a two year period during 2004 and 2005; the barrier wall encompasses 18 acres; and the upland cap was placed over 41 acres. The purpose of the soil cap is to prevent direct contact with contaminated soil and help reduce infiltration.

Section 11.3.12.2.1, Sediments, Page 11-210, 1st full paragraph – The text should distinguish the sediment samples collected from locations which have since been covered by the sediment cap.

Section 11.3.12.3.4, Groundwater Discharge, Page 11-214, Last paragraph – Sampling of monitoring wells in May 2006 at the M&B site, including MW-3s and MW-59s (a new well located in the vicinity of MW-3s), for arsenic, chromium, copper, zinc, PAHs and PCP indicates low to non-detectable levels of analytes in groundwater. These data should be used instead of the earlier 2002 sampling data. (Note that extensive surface water and cap pore-water samples have been collected in the subject area between fall 2002 and spring 2007.)

Section 11.3.12.3.4, Groundwater Discharge, Page 11-215, 1st full paragraph – The purpose of the subsurface barrier wall is to minimize NAPL migration to the river.

Section 11.3.13 - iAOPC 17 – Willbridge

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Chemicals of Concern: iCOCs identified in the Round 2 Report for iAOPC 17 are limited to PCBs, DDT and related breakdown products and chlorinated dioxins and furans. Petroleum hydrocarbons should be included as an iCOC for iAOPC 17.

Section 11.3.14 - iAOPC 18- Shaver Transportation/Front Ave LP, Outfall 19

Chemicals of Concern: iCOCs identified in the Round 2 Report for iAOPC 18 are limited to PCBs and ammonia. It is unclear why many of the upland COIs (e.g., arsenic, chromium, copper, lead, mercury, zinc, dioxin, pesticides, PAHs, phthalates, and TPH) were not evaluated for iAOPC 18. Evaluation of additional chemicals of concern may identify more upland sources and migration pathways associated with iAOPC 18.

Likely sources of iAOPC sediment contamination include Outfall 19 and Shaver Transportation's overwater operations. Other possible upland sources of iAOPC 18 sediment contamination include bank erosion, overland runoff and several private and/or public outfalls that discharge in the vicinity of iAOPC 18.

Calbag Metals: Section 11.3.14 - iCOCs include PCBs, yet elevated metals (cadmium, chromium, copper, and lead) and phthalates in storm system catch basin and piping sediment were encountered during 2005 removal activities suggesting a historical source of these other iCOCs to the river.

Shaver Transportation: Section 11.3.14.2.1 While the highest PCB concentrations are located near the Shaver Dock, it should be noted that most samples in this area were collected near the docks, in an area of general sediment accumulation. The dock area is a back eddy. The proximity of these samples to Outfall 19 also should be noted here.

Section 11.3.15 - iAOPC 19 – Gunderson

Chemicals of Concern: iCOCs identified in the Round 2 Report for iAOPC 19 do not correspond with the COPC list currently in use in the uplands investigation. In addition to the iCOCs and potential iCOCs listed in Section 11.3.15; arsenic, lead, zinc, copper PAHs, nickel, chromium, antimony, dibutyl phthalate, bis-(2-ethylhexyl)phthalate, selenium, butyltins, dibenzofuran, and dioxins/furans may be COPCs based on exceedances of sediment SLVs in sediment samples.

Contaminant Transport Pathways: Based on the information collected at the site to date, the primary upland contaminant migration pathways identified at the Gunderson site include erosion of riverbank soils and storm water.

Section 11.3.15.3.2 discusses Stormwater/Overland Transport at the site. Storm water is considered an uplands contaminant transport pathway warranting source control. Gunderson has collected a large amount of storm water system data, including a comprehensive catch basin/oil-water separator sediment sampling effort in the fall of 2006, however there is little discussion of site-specific data included in the report. Discussions of storm water emphasize potential sources

to the City's Outfall 18 drainage basin other than Gunderson. The draft RI Report should discuss Gunderson's storm water and storm water system data.

Section 11.3.15.3.5 should note that the actual riverbank fill material in Area 3 consists of debris such as firebrick, friable asbestos, ship engines, etc. that may be wastes related to the former ship dismantling operations.

Section 11.3.16 - iAOPCs 20, 21, 22 and 23 – Portland Shipyard and Swan Island Lagoon

It is unclear whether the Cascade General site is a likely current source for the PCB contamination found in iAOPC 22. The site is paved and the PCB sources were primarily historical. Furthermore, Cascade General cleans the stormwater system on a regular basis.

On page 11-262, the last dash refers to Berth 308 indicating that uses are unknown (also referenced in last bullet on page 11-265). The Port has completed an initial evaluation of the upland area associated with Berth 308 to support a DEQ No Further Action determination. There are no current pathways for contamination migration to the Swan Island Lagoon. The Port will conduct a stormwater evaluation for this portion of the shipyard (OU-3).

The third bullet on page 11-265 discusses property associated with Berth 311. DEQ provided an NFA determination for a portion of this property owned by the Port in December 2005. The portion of the property covered by the NFA consists of an approximately 60-foot wide, 500-foot long, L-shaped driveway that provides access from North Basin Avenue to the southeast end of a concrete pier/lay berth located within and on the east side of Swan Island Lagoon. The Uplands site does not include the Berth itself or the immediate shoreline adjacent to the Berth and Swan Island Lagoon.

There are a few references (e.g., page 11-272 last part of first paragraph under iAOPC 21) to Cascade General discharging treated stormwater from the ballast water treatment plant to the river as an option under their NPDES permit. For the last several years Cascade General has directed this water to the City's sanitary sewer. Also, under iAOPC 22, 2nd paragraph, identifies discharge from the ballast water treatment plant as a potentially complete pathway to the river which is not true under this current operation.

On page 11-273, 1st paragraph under iAOPC 23 identifies the North Channel Avenue fabrication site as a potential source. The North Channel Avenue fabrication site (OU-2) is adjacent to the river, not Swan Island Lagoon, so it shouldn't be considered a source threatening the lagoon. It is unclear why many of the upland COIs (e.g., metals, TPH, solvents, phthalates, PAHs, and butyltins) were not evaluated for iAOPC 20.

In the 3rd paragraph from the bottom of page 11-279, the statement is made that no riverbank investigations have been performed at iAOPC 20. In Sept 2006, the Port collected samples along the shoreline of the N Channel Ave Fabrication site at three locations corresponding to discharge points of parking lot drains. The draft RI Report should incorporate recent work the Port of Portland has completed at the North Channel Avenue fabrication site.

iAOPC 21 – USCG

Section 11.3.16.3.1-2 incorrectly states that no soil investigations were conducted at the site; see 2/01 RI Report for soil results from 14 samples.

Sediment in six stormwater catch basins showed low levels of Aroclor 1254 and 1260; Aroclor 1254 (the dominant Aroclor in this Swan Island iAOPC) concentrations ranged from 14-1800 ug/kg (PEC = 300), and Aroclor 1260 ranged from 31-2200 ug/kg (PEC = 200). Sediment contamination observed within northern reaches of Swan Island Lagoon may be influenced by factors such as sediment deposition from the main river channel and prop wash.

iAOPC 22 – Fred Devine Diving and Salvage (FDDS)

Page 11-273. It appears based on plumbing records that the oil water separator at FDDS was always plumbed to the sanitary sewer, and there is no indication that it ever discharged to the storm drain or river. Based on results from the XPA, DEQ has determined that the storm water pathway is the only pathway of concern to the river requiring evaluation in the Source Control Evaluation.

The primary connection to the river is via City of Portland Outfall M-1. Chemicals recently detected in catch basin sediments include PCB Aroclor 1254, bis-1-ethylhexyl phthalate, arsenic, cadmium, chromium, copper, lead and zinc. These should be included as potential COIs for stormwater pathway and discussed in the text.

iAOPCs 21, 22, and 23 – Portland Shipyard and Swan Island Lagoon

The only iCOCs identified in the Round 2 Report is PCBs. Other chemicals identified as iCOCs for iAOPC 21 (Portland Shipyard) are arsenic, zinc, di-n-butyl phthalate and TPH. However, other chemicals including copper, TBT and PAHs should also be evaluated at this facility.

Section 11.3.17 - iAOPC 24 – Fire Boat Cove

The only iCOC the LWG identified thru their risk screening & RD2 risk assessment for iAOPC 24 were PCBs. It is unclear why many of the upland COIs (e.g., metals such as zinc, dioxin, pesticides, PAHs, di-n-butyl phthalate and TPH) were not evaluated for iAOPC 24. It should be noted that DEQ has documentation of the discharge of zinc-containing galvanizing process wastes to the storm line discharging to Fire Boat Cove.

General Electric

Although source control measures have been implemented at the General Electric site, the long-term effectiveness of those efforts has not been determined. Further, historical discharges from the General Electric site likely contributed to the observed sediment contamination detected in Fire Boat Cove.

Galvanizers Company

Section 11.3.17 discusses iAOPC 24 (i.e., Balch Creek Cove) which includes the City Outfall 17 (OF 17). The second paragraph of Section 11.3.17.1 mentions the ECSI sites that discharge storm water into Outfall 17, including GE Decommissioning (ECSI #4003) and a portion of the Burlington Northern Railroad Yard (ECSI #100). Although Galvanizers Company (ECSI #1196) discharges storm water into the OF 17 sub-basin it is not mentioned.

The Galvanizers Company site is located nearly a mile from the river. As such, it only connection to the Portland Harbor is via storm water. Storm water data for the Galvanizers Company facility should be reviewed and the site considered as a potential source of impacts to iAOPC 24 for the following reasons.

- Certain site COIs have been detected in storm water leaving the Galvanizers Company site at concentrations exceeding JSCS criteria (i.e., cadmium, copper, lead, and zinc).
- On-site storm water system sediment detections exceed PECs (lead, zinc) and default soil background values (cadmium, copper, lead, and zinc).
- Site COI have been detected in the City's lines at concentrations that exceed PECs (cadmium, lead, zinc) and soil background values (cadmium, lead, zinc).
- Analyses of sediment in the iAOPC detected site COI greater than PECs (zinc) and soil background values (lead, zinc).

Recent sediment data collected at the site suggest it may also contribute phthalates to the City's storm lines and ultimately iAOPC 24.

Section 11.3.18 - iAOPC 25 – Goldendale Aluminum, Outfall 47 and UPRR Albina

Chemicals of Concern: Evaluation of additional chemicals of concern may identify more upland sources and migration pathways associated with iAOPC 25.

Section 11.3.19 - iAOPC 26 – Sulzer Pump and Outfall 15

Chemicals of Concern: The only iCOC the LWG identified thru their risk screening & RD2 risk assessment for iAOPC 26 were PCBs. Other potential risk-driving COIs include pesticides, metals and PAHs.

Section 11.3.19 The conclusion that there is an active source because shallow PCB contamination levels are similar to deeper levels is questionable. Section 11.3.19.1.1 indicates the area along the site is in "dynamic equilibrium" for sedimentation accumulation, defined as sediment moving in or out of the area with no net change. Therefore, it is possible that surficial sediment and associated contamination may reflect upstream sources. It should be noted that City Outfall15 is located just upstream of the iAOPC.

Section 11.3.19.3.1 Historical maps show an oil pipeline extending from the PGE Station E northerly along the eastern site boundary of the Sulzer (now Dolan) property to the River near current City Outfall15. The presence of this pipe was investigated by PGE through soil borings

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and test pits. Evidence of the pipeline (i.e. significant contamination, direct observation) was not observed, and it was concluded the pipe had been removed. DEQ did not require additional evaluation of the pipeline.

Section 11.3.19.3.4 There is not an active groundwater treatment system at the site. The system was shut down in the mid 1990s with DEQ approval. The system addressed gasoline-related constituents. A release of chlorinated hydrocarbons from a waste oil tank impacted groundwater. A soil removal was conducted in the mid 1990s and concentrations of chlorinated hydrocarbons in groundwater were below their respective DEQ Level II Screening Level Values (SLVs) for freshwater aquatic receptors.

More recently, PAH concentrations were detected in direct-push borings, advanced along the shoreline, near or marginally above screening level values. It should be noted that PAHs have not been identified as an iCOC in sediment near the site.

Groundwater occurs at a depth of approximately 20 feet, well below the depth of the local storm drain lines. Therefore groundwater migration to the river along the local stormwater drain lines is unlikely.

Section 11.3.19 - iAOPC 27- WR 282, WR 282, WR 291 & OF 45

Chemicals of Concern: The only iCOC identified in the Round 2 Report for iAOPC 27 is PCBs. Other potential risk-driving COIs include TPH and PAHs.

City CSO Project Table 10.5-1

Based on the City's preliminary evaluation, the following are COIs identified for their outfalls that are not listed on the table:

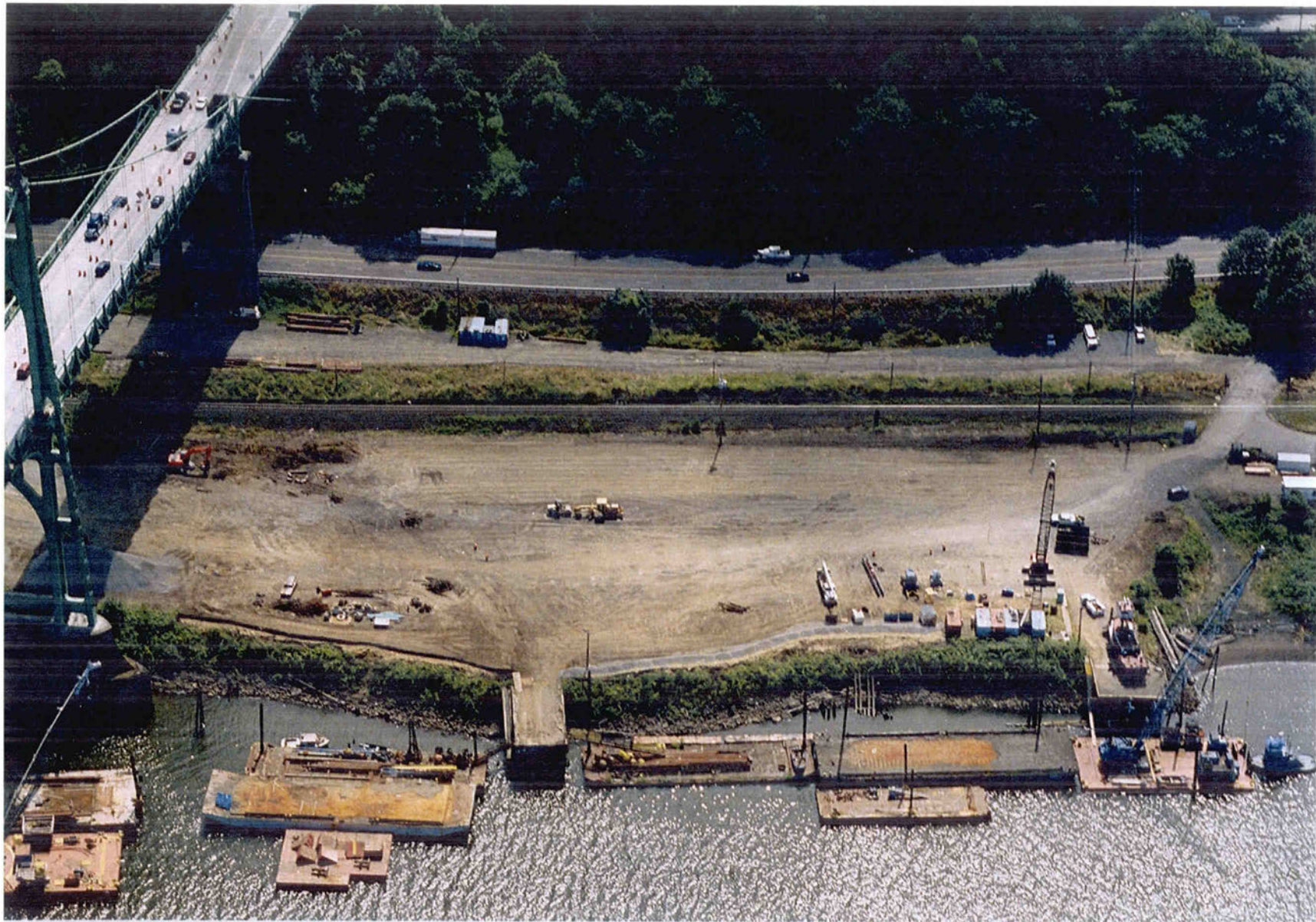
- iAOPC 14: PAHs
- iAOPC 17: PAHs
- iAOPC 18: PAHs, Bis-phthalate, metals
- iAOPC 19: Lead, Zinc
- iAOPCs 20, 21, 22, 23: PAHs
- iAOPC 24: Zinc



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AAC004324



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AAC004325



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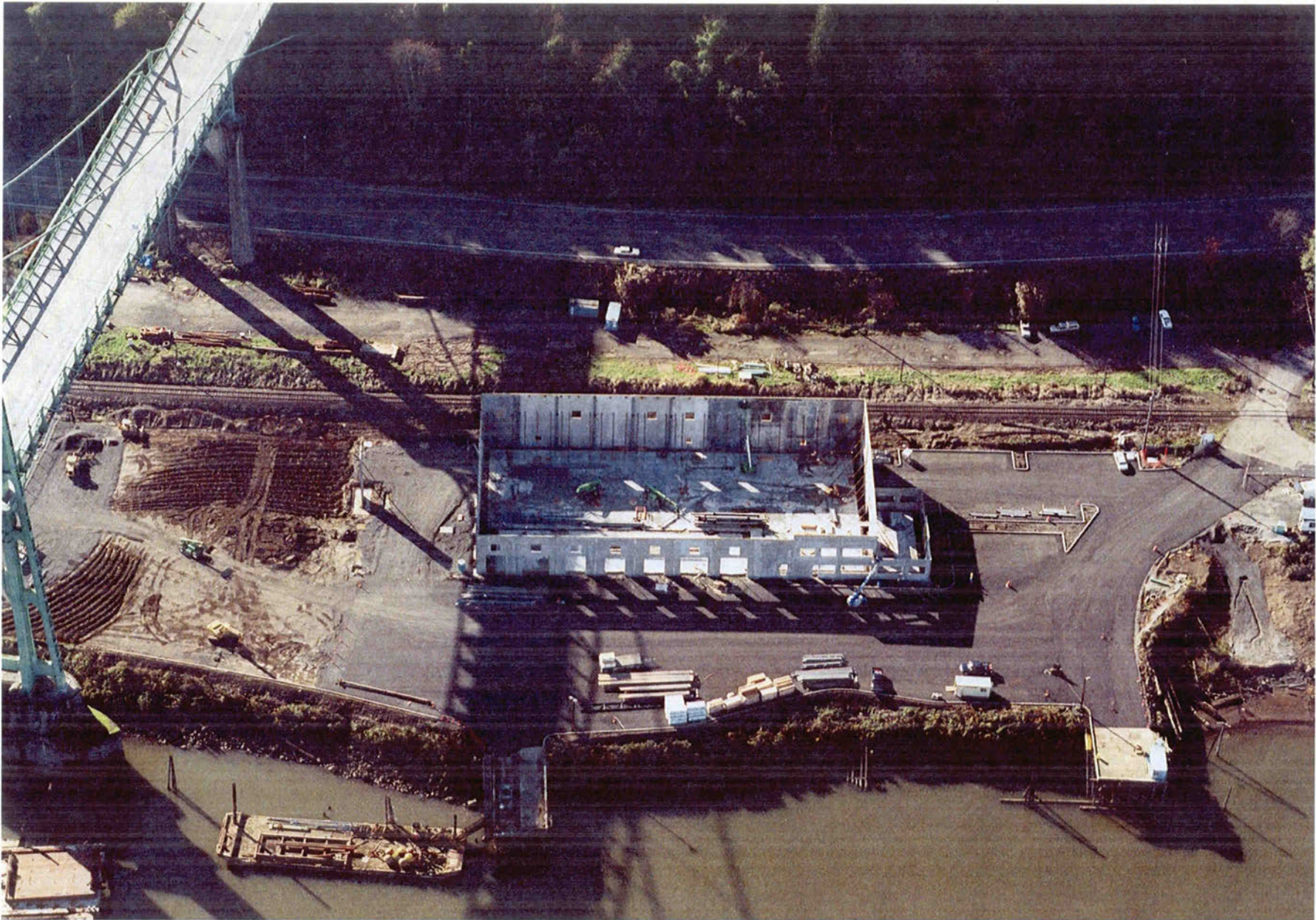


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DATE: 11-16-2005

AAC004328



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ADVANCED AMERICAN CONSTRUCTION
DATE: 12-15-2005

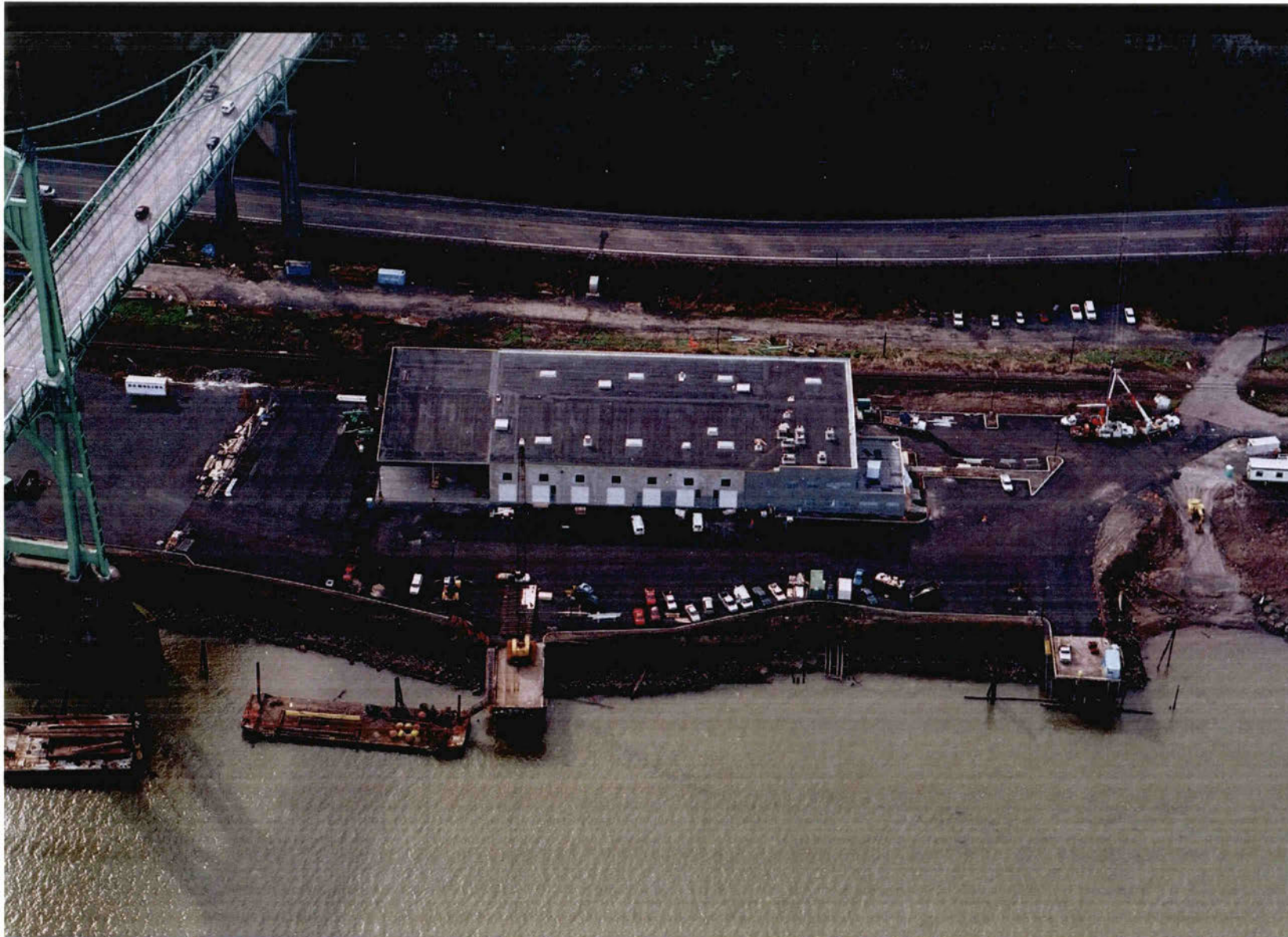


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ADVANCED AMERICAN CONSTRUCTION
DATE: 5-15-2006

AAC004333



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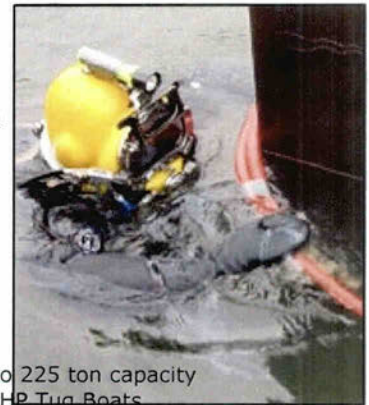
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Come-A-Longs and Chain Hoists (up to 30 tons)		

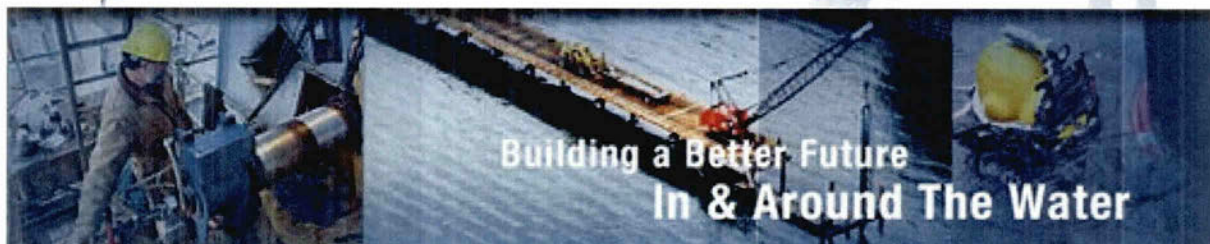
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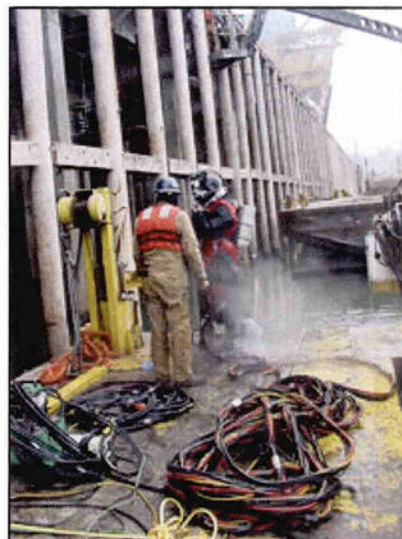
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Customer ADVANCED AMERICAN CONST.

Truck number 52 Driver: WAZM

Customer Signature _____

Customer Comments _____

Pickup Date

5-8-08

Box Number

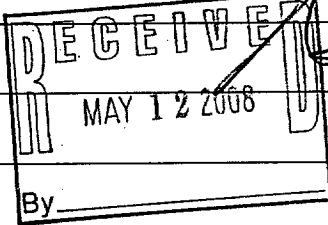
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Type of Box

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Type of Material

SCRAP



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Page 1 of 3
Customer: ADVANCED AMERICAN CONSTRUCTION
Account Number: 574-1032852-1574-7
Invoice Date: 04/01/2008
Invoice Number: 7338314-1574-6
Due Date: Net 30 days
WM ezPay Account ID: 00007-38719-25003

Current Invoice Amount	Total Amount Due
263.97	466.99

Account Summary	
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Description	Amount
Previous Balance	203.02
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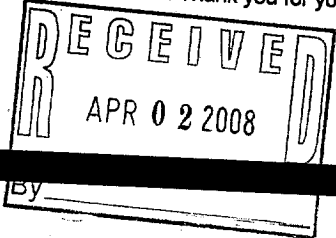
pd 3/21/08 ck #8089 → 203.02

Description	Amount
Commercial	263.97
Total Current Charges	263.97

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Job # / CC 96-600/16/3

Date to be Posted _____

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Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
263.97	203.02	0.00	0.00	0.00	466.99



WASTE MANAGEMENT

WASTE MANAGEMENT OF OREGON
7227 NE 55TH AVE
PORTLAND OR 97218

Customer: ADVANCED AMERICAN CONSTRUCTION
Account Number: 574-1032852-1574-7
Invoice Date: 04/01/2008
Invoice Number: 7338314-1574-6
Due Date: Net 30 days
WM ezPay Account ID: 00007-38719-25003

Service Location: 574-1032852 Advanced American Construction 8444 NW St Helens Rd Portland Or 97231-1154

Date	Ticket	Description	Quantity	U/M	Rate	Amount
		1-3 Yd 1x per week	1.00			220.00
		6 Yd rcy 1x wk	1.00			0.00
		Fuel/environmental charge	1.00			43.97
Total Current Charges						263.97

*From everyday collection to environmental protection,
Think Green. Think Waste Management.*

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1



Printed on
recycled paper.

A Bear Box Co., Inc.

PO BOX 83781

Portland, OR 97283

Phone: (503)285-6730

Fax: (503)224-1164

Invoice

Date	Invoice #
3/26/2008	39944

APR 07 2008

Bill To
Advanced America P.O. Box 83599 Portland, OR 97283

Ticket Numbers	Due Date	Job/Job Site
PO# 68126	3/26/2008	

Description	Job/Job Site	Amount
30yd. hauling fee \$140.00		140.00
disposal fee		211.20
Fuel Surcharge		12.00
<div>Approved By _____ Job # / CC _____ Date to be Posted _____</div>		
<div>RECEIVED APR 02 2008 By _____</div>		
Total		\$363.20

A FINANCE CHARGE

which is computed at the rate of 1 1/2% MONTHLY, \$0.50 minimum, may be assessed on any amount due, after applying payments received, which remains unpaid for 30 days or more after closing date. NSF check charge is \$25.00

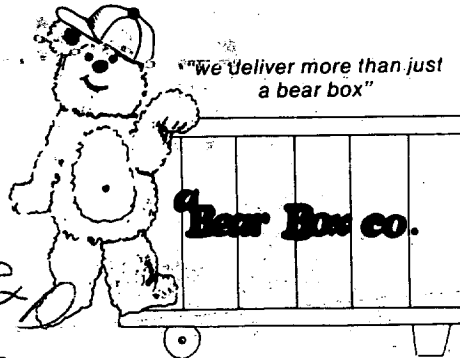
A BEAR BOX CO., INC.

A MINORITY BUSINESS ENTERPRISE (WBE)

285-6730

P.O. Box 83781
Portland, OR 97283

RADIO DISPATCHED - DROP BOX SERVICE



LESSEE'S NAME: ADVANCED AMERICAN INVOICE NO: 39944
ADDRESS: 8444 N.W. 51st Avenue PHONE: _____
CITY: PORTLAND STATE: OR ZIP: _____
JOB SITE: _____
SIZE: 30 DATE IN: 3-25-08 DATE OUT: _____
TIME IN: _____ TIME OUT: _____
DRIVER: TIM GOOD
JOB SITE PLACEMENT: POH 68624

PLEASE DIAL 285-6730 FOR REMOVAL

CONDITIONS

In consideration of the delivery charge shown, Lessor agrees to deliver and Lessee agrees to hire the metal container and/or equipment described hereon, subject to the following terms and conditions.

The Lessee understands and agrees that said container and/or equipment remains the property of A Bear Box Co., Inc.

The lessee agrees to indemnify and hold harmless the Lessor from any and all damages, costs, attorney's fees and/or liability of any kind arising out of, or resulting from, the use by Lessee of said container and/or equipment. The Lessee assumes liability for damages to public or private property, hard-surface roads or driveways which might occur during the loading or unloading of container.

Lessee agrees to pay Lessor for any loss of, or damage to, said container and/or equipment incurred while in the custody of Lessee, and to maintain the same in good condition as when received, ordinary wear and tear excepted.

The Lessee agrees to assume liabilities for any damage to personal property while being transported in the container including damages caused by fire, water, theft and collision.

The Lessee further agrees to pay for overtime use of said container at the daily rate ordinarily

charged for said container. Standard rental period is not to exceed 48 hours. A fee of \$_____ per day will be charged for time in

excess of 48 hours. The Lessee agrees to pay an additional charge of \$_____ for each tire placed in the container.

The lessee agrees to reimburse A Bear Box Co., Inc. for all attorney's fees, court costs, and other expenses incurred by A Bear Box Co., Inc. to enforce collection or to preserve their rights under this agreement.

A Service Charge of 1½% per month (annual Percentage rate 18%) will be charged on all past due accounts. It is further understood and agreed that in the event your account becomes past due and we the seller commence legal action to collect same the buyer will pay all collection costs including attorney's fees. NSF Returned Check Charge \$10.00.

NO APPLIANCES ALLOWED.

LESSEE AGREES TO THE ABOVE CONDITIONS

**DO NOT LOAD MORE THAN 13,000 LBS. IN CONTAINER.
LOAD HEIGHT NOT OVER TOP OF BOX.**

CHARGES

Deposit	
Hauling Fee	<u>140</u>
Disposal Fee	<u>211</u>
Fuel Fee	<u>12</u>
Demurrage	
TOTAL	<u>363</u>

LESSEE SIGNATURE

DELIVERY CONTRACT

SIGNATURE DATE

A Bear Box Co., Inc.

PO BOX 83781

Portland, OR 97283

Phone: (503)285-6730

Fax: (503)224-1164

Invoice

Date	Invoice #
3/24/2008	39930

MAR 27 2008

Bill To
Advanced America P.O. Box 83599 Portland, OR 97283

Ticket Numbers	Due Date	Job/Job Site
PO# 68122	3/24/2008	Yard

Description	Job/Job Site	Amount
30yd. hauling fee \$140.00		140.00
disposal fee		618.00
Fuel Surcharge		12.00
<div>Approved By _____</div> <div>Job # / CC _____</div> <div>Date to be Posted _____</div>		
<div>RECEIVED MAR 26 2008 By _____</div>		
Total		\$770.00

A FINANCE CHARGE

which is computed at the rate of 1 1/2% MONTHLY, \$0.50 minimum, may be assessed on any amount due, after applying payments received, which remains unpaid for 30 days or more after closing date. NSF check charge is \$25.00

ACCOUNTING

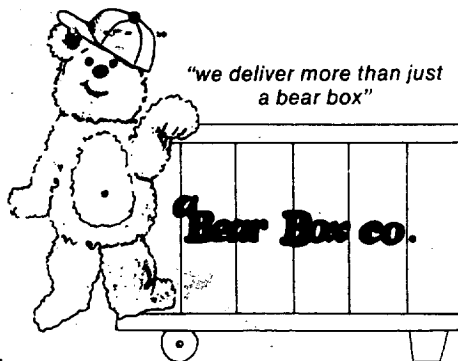
A BEAR BOX CO., INC.

A MINORITY BUSINESS ENTERPRISE (WBE)

285-6730

P.O. Box 83781
Portland, OR 97283

RADIO DISPATCHED - DROP BOX SERVICE



LESSEE'S NAME: Advanced American INVOICE N° 39930
 ADDRESS: Yard PHONE: _____
 CITY: Portland STATE: OR ZIP: _____
 JOB SITE: Same
 SIZE: 30 DATE IN TIME IN 3/24/08 DATE OUT TIME OUT _____
 DRIVER: Bill
 JOB SITE PLACEMENT: Same PO# 68122

PLEASE DIAL 285-6730 FOR REMOVAL

CONDITIONS

In consideration of the delivery charge shown, Lessor agrees to deliver and Lessee agrees to hire the metal container and/or equipment described hereon, subject to the following terms and conditions.

The Lessee understands and agrees that said container and/or equipment remains the property of A Bear Box Co., Inc.

The Lessee agrees to indemnify and hold harmless the Lessor from any and all damages, costs, attorney's fees and/or liability of any kind arising out of, or resulting from, the use by Lessee of said container and/or equipment. The Lessee assumes liability for damages to public or private property, hard-surface roads or driveways which might occur during the loading or unloading of container.

Lessee agrees to pay Lessor for any loss of, or damage to, said container and/or equipment incurred while in the custody of Lessee, and to maintain the same in good condition as when received, ordinary wear and tear excepted.

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NO APPLIANCES ALLOWED

LESSEE AGREES TO THE ABOVE CONDITIONS

**DO NOT LOAD MORE THAN 13,000 LBS. IN CONTAINER.
LOAD HEIGHT NOT OVER TOP OF BOX.**

CHARGES	
Deposit	
Hauling Fee	140 -
Disposal Fee	618 00
Fuel Fee	12 -
Demurrage	
TOTAL	770 00

LESSEE SIGNATURE _____

SIGNATURE DATE _____

DELIVERY CONTRACT



Invoice Number: 351627

9010 EAST MARGINAL WAY SOUTH
SUITE 200
SEATTLE, WA 98108
Tel. (206) 832-3000 Fax No. (206) 832-3030
Federal ID No. (b) (4)
Customer Service Contact: Tami Cenotto
Automotive Division
Phone No. (206) 832-3037

Customer ID ADV8500

Invoice Date: 07/28/06
Page: 1

Bill-to Address

ADVANCED AMERICAN CONSTRUCT
PO BOX 83599
PORTLAND, OR 97283-0599

Site Address

ADVANCED AMERICAN CONSTRUCT
8444 NW ST HELENS RD
PORTLAND, OR 97231

Job No. 63 -
Salesperson: MCL100

P.O. Number 52053
Payment Term: NET 30

Date	Description	Ref. No.	Manifest	Code	Quantity	Unit	Unit Price	Total Price
07/24/06	CONTAINMENT PAD 8' X 6'	BL 221481		16WEEK	1	EACH	270.00	270.00

RECEIVED

AUG 02 2006

Approved By _____
Job # / L.L. _____
Unit to be Packed <u>8/12/06</u>

Amount Subject to
Sales Tax
0.00

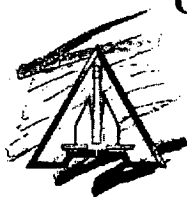
Amount Exempt
from Sales Tax
270.00

Total: 270.00

PURCHASE ORDER
NO. 52053

THE COMPANY

Professional Results In Daily Endeavors



415 S. McLOUGHLIN BLVD.
OREGON CITY, OR. 97045
PHONE (503) 650-8207
FAX (503) 650-8230

ORDER DATE 7-24-06

**Show this Purchase Order Number
on all correspondence, invoice,
shipping papers and packages.**

3TB

JOB NO. 1106-538	ITEM NO. 26-01	JOB NAME: Burnside Bridge
---------------------	-------------------	------------------------------

VENDOR: EMERALD SERVICES

SHIP TO:

CONTACT NAME:

PHONE: _____ FAX _____

[illegible]

SHIP VIA	F.O.B. POINT	TERMS
----------	--------------	-------

LINE #	PART #	DESCRIPTION	QTY. ORD	QTY. REC	UNIT COST	TOTAL COST
		SPILL CONTAINMENT	1	1		280 ⁰⁰
		Rubber Pad for Oil Leaks under Equipment				270 ⁰⁰

TAX
TOTAL ~~280⁰⁰~~
270⁰⁰

**** ALL PACKING SLIPS * * NEED TO HAVE P.O. # ON THEM ****

REQ. NO. _____ DATE REQUIRED 7-24-06 ORDERED BY KB

PURCHASING

AAC004353



INVOICE

PLEASE REMIT TO:

VANCOUVER OIL CO., INC.
P.O. BOX 528
VANCOUVER, WA 98666

(360) 574-5440
(503) 289-6476
FAX (360) 574-9070

0099379 PAGE: 1

INVOICE NUMBER: 04/25/08

INVOICE DATE:

SOLD TO: ADVANCED AMERICAN CONSTRUCTION
PO BOX 83599
PORTLAND

OR 97283-0599

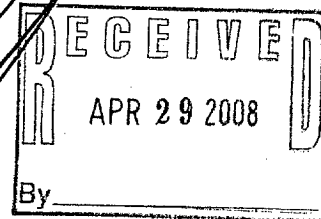
SHIP TO: ADVANCED AMERICAN DIVING (5)
8444 NW ST HELENS RD
FILL GENERATOR TANK-TAKE KEY
PORTLAND OR 97231

(503) 445-9000

SHIP VIA MAY 05 2008

CUSTOMER NO.	CUSTOMER P.O.	SALES PERSON		TERMS		
0000415	68540JC	0005 Tom Marinetti	NET 15 DAYS			
ITEM NO.	UNIT	ORDERED	SHIPPED	BILLED	PRICE	AMOUNT
TEXACO EXT LIFE 1638555	50/50 W/BIT D DRUM	1.000 WH	0.000 030	0.000	10.3500	569.25
RANDO HD 68 165955	55G DR DRUM	1.000 WH	0.000 070	0.000	8.5800	471.90
MULTIGEAR 85W140 231740	400 LBS DRUM	1.000 WH	0.000 070	0.000	1.5200	608.00
DRUM CHARGE 30015001	55G EA	2.000 WH	0.000 070	0.000	25.0000	50.00

Approved By _____
Job # / CC _____
Date to be Posted _____



INVOICE

TAXABLE:	1,649.15
NONTAXABLE:	50.00
SUBTOTAL:	1,699.15
SALES TAX:	.00
EXEMPTION#	
INVOICE TOTAL	1,699.15

AAC004356



INVOICE

Page 1 of 3

WASTE MANAGEMENT OF
KENNEWICK
PO BOX 6088
KENNEWICK WA 99336
(509) 582-5121
(509) 586-6506 FAX

FEB 08 2008

Customer: ADVANCED AMERICAN CONSTRUCTION
Account Number: 360-0005464-1819-5
Invoice Date: 02/01/2008
Invoice Number: 0257585-1819-2
Due Date: Net 30 Days
WM ezPay Account ID: 00008-26725-65009

Current Invoice Amount	Total Amount Due
398.66	398.66

Account Summary

Description	Amount
Previous Balance	447.70
Total Credits and Adjustments	0.00
Total Payments Received	447.70
Total Current Charges	398.66
Total Amount Due	398.66
Total Amount Past Due	0.00

Service Period: JANUARY 2008

Description	Amount
Roll-Off	398.66
Total Current Charges	398.66

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 1% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Approved By _____

Job # / CC _____

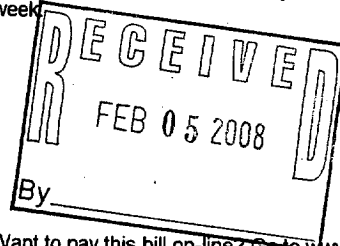
Date to be Posted _____

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
398.66	0.00	0.00	0.00	0.00	398.66

Please pay total amount due. Thank you for your business.

THE CITY OF KENNEWICK HAS APPROVED A RATE INCREASE, EFFECTIVE JANUARY 1, 2008.

Service is provided on all holidays except Christmas and New Years Day. When the holiday falls on a weekday, collection will be delayed one day for the remainder of the week.



Want to pay this bill on-line? Go to www.wm.com to learn more about WMezPay and make a convenient, secure payment.



WASTE MANAGEMENT OF
KENNEWICK
PO BOX 6088
KENNEWICK WA 99336

Customer: ADVANCED AMERICAN CONSTRUCTION
Account Number: 360-0005464-1819-5
Invoice Date: 02/01/2008
Invoice Number: 0257585-1819-2
Due Date: Net 30 Days
WM ezPay Account ID: 00008-26725-65009

Service Location: 360-5464 Advanced American Construction: 350 Clover Island Dr: Kennewick Wa 99336-3678

Date	Ticket	Description	Quantity	U/M	Rate	Amount
01/09/08	519053	Disposal per ton	30.00			226.50
01/09/08	519053	30 Yd rolloff	1.00			133.15
02/01/08		31.00 Refuse tax	31.00			13.84
02/01/08		31.00 Utility tax	31.00			25.17

Total Current Charges

398.66

Payments Received Detail

Payment - thank you

447.70-

Total Payments Received

447.70-

*From everyday collection to environmental protection,
Think Green. Think Waste Management.*

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1



A Bear Box Co., Inc.

PO BOX 83781,
Portland, OR 97283
Phone: (503)285-6730
Fax: (503)224-1164

Invoice

Date	Invoice #
2/5/2008	39763

Bill To
Advanced America P.O. Box 83599 Portland, OR 97283

FEB 14 2008

PO # 67279

Ticket Numbers	Due Date	Job/Job Site
	2/5/2008	yard

Description	Job/Job Site	Amount
30yd. hauling fee \$140.00		140.00
disposal fee		881.00
Fuel Surcharge		12.00
<div>Approved By <u>19</u></div> <div>Job # / CC <u>1107-592</u></div> <div>Date to be Posted _____</div>		<div>RECEIVED</div> <div>FEB 08 2008</div> <div>By _____</div>
Total		\$1,033.00

A FINANCE CHARGE

which is computed at the rate of 1 1/2% MONTHLY, \$0.50 minimum, may be assessed on any amount due, after applying payments received, which remains unpaid for 30 days or more after closing date. NSF check charge is \$25.00



ADVANCED AMERICAN CONSTRUCTION, INC.

PO BOX 83599 97283
8444 NW ST. HELENS RD
PORTLAND, OR 97231
PHONE (503) 445 9000
FAX (503) 546-3031

PURCHASE ORDER NO. 67279

ORDER DATE 2-4-08

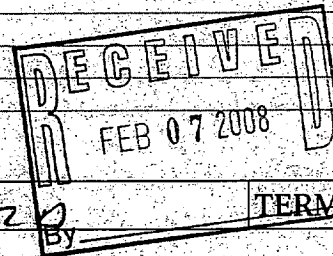
Show this Purchase Order Number
on all correspondence, invoice,
shipping papers and packages.

JOB NO. <u>1107-563</u> <u>1107-592</u>	COST CODE	JOB NAME:
---	-----------	-----------

VENDOR: A BEAR BOX

SHIP TO: AAC, JACK CONAREY

CONTACT NAME: PAUL
PHONE: 285-6730 FAX



SHIP VIA <u>DELIVER</u>	F.O.B. POINT <u>ATL</u>	TERMS <u>NET 30</u>
-------------------------	-------------------------	---------------------

LINE#	PART #	DESCRIPTION	P M	S T & S	QTY ORD	QTY REC	UNIT COST	TOTAL COST
1		DUMP 30 YRD DUMPSTER WITH IRON		✓	1	1	EST	400.00 705.00
2		DUMP 30 YRD DUMPSTER WITH MUD & WOOD THE ABOVE 2 JOB 1107-563		✓	1		EST	400.00
3		DUMP ²⁰ 30 YRD WOOD DUMPSTER W/SMALL AMOUNT OF CREO		✓	1	1	EST	1078.00 300.00
4		DUMP 30 YRD WOOD DUMPSTER W/SOME CREO JOB 1107-592		✓	1	1	EST	1033.00 300.00

TAX
TOTAL 1400.00

**** ALL PACKING SLIPS * * NEED TO HAVE P.O. # ON THEM ****

REQ. NO. _____ DATE REQUIRED 2-4-08 ORDERED BY Keith Jessup

ACCOUNTING

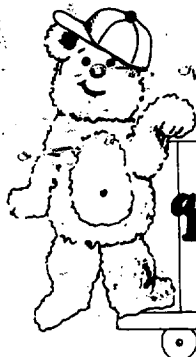
AAC004361

A BEAR BOX CO., INC.

A MINORITY BUSINESS ENTERPRISE (WBE)

285-6730

P.O. Box 83781
Portland, OR 97283



"we deliver more than just
a bear box"

RADIO DISPATCHED • DROP BOX SERVICE

LESSEE'S NAME: Advanced American INVOICE # 39763
ADDRESS: Yard PHONE: _____
CITY: Portland STATE: OR ZIP: _____
JOB SITE: Same
SIZE: 30 DATE IN TIME IN: 2/5/08 DATE OUT TIME OUT: _____
DRIVER: Bill
JOB SITE PLACEMENT: Moved 2 boxes.

PLEASE DIAL 285-6730 FOR REMOVAL

CONDITIONS

In consideration of the delivery charge shown, Lessor agrees to deliver and Lessee agrees to hire the metal container and/or equipment described hereon, subject to the following terms and conditions.

The Lessee understands and agrees that said container and/or equipment remains the property of A Bear Box Co., Inc.

The lessee agrees to indemnify and hold harmless the Lessor from any and all damages, costs, attorney's fees and/or liability of any kind arising out of, or resulting from, the use by Lessee of said container and/or equipment. The Lessee assumes liability for damages to public or private property, hard-surface roads or driveways which might occur during the loading or unloading of container.

Lessee agrees to pay Lessor for any loss of, or damage to, said container and/or equipment incurred while in the custody of Lessee, and to maintain the same in good condition as when received, ordinary wear and tear excepted.

The Lessee agrees to assume liabilities for any damage to personal property while being transported in the container including damages caused by fire, water, theft and collision.

The Lessee further agrees to pay for overtime use of said container at the daily rate ordinarily

charged for said container. Standard rental period is not to exceed 48 hours. A fee of \$ _____ per day will be charged for time in

excess of 48 hours. The Lessee agrees to pay an additional charge of \$ _____ for each tire placed in the container.

The lessee agrees to reimburse A Bear Box Co., Inc. for all attorney's fees, court costs, and other expenses incurred by A Bear Box Co., Inc. to enforce collection or to preserve their rights under this agreement.

A Service Charge of 1½% per month (annual Percentage rate 18%) will be charged on all past due accounts. It is further understood and agreed that in the event your account becomes past due and we the seller commence legal action to collect same the buyer will pay all collection costs including attorney's fees. NSF Returned Check Charge \$10.00.

NO APPLIANCES ALLOWED.

LESSEE AGREES TO THE ABOVE CONDITIONS

**DO NOT LOAD MORE THAN 13,000 LBS. IN CONTAINER.
LOAD HEIGHT NOT OVER TOP OF BOX.**

CHARGES

Deposit

Hauling Fee

Disposal Fee

Fuel Fee

Demurrage

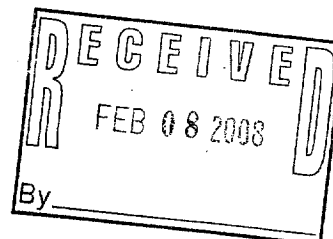
TOTAL

1033

LESSEE SIGNATURE

DELIVERY CONTRACT

SIGNATURE DATE



**WOOD WASTE
MANAGEMENT, LLC**
7315 NE 47th Ave. • Portland, OR 97218
Ph. (503) 493-3370 • Fax (503) 493-3408

APR 21 2008

RECEIVED
APR 17 2008

PO 680820

FB+ 000000000209
ADVANCE AMERICAN 0.00
11X 10.000
YARD DEBRIS 110.00
CHARGE 110.00

~~BUY SALE TTL 110.00~~

04-16-2008 #2 ITEM 11
REBECCA 2094 09:33TH

Taylor tk
PO 680820-JC

Rec'd as
P.S.

Max Koch

NO 267211

5% Discount
by
May 10th

Approved By	_____
Job # / CC	_____
Date to be Posted	_____

RECEIVED

APR 22 2008

APR 28 2008



**WOOD WASTE
MANAGEMENT, LLC**

7315 NE 47th Ave. • Portland, OR 97218
Ph. (503) 493-3370 • Fax (503) 493-3408

PE+ 000000000209
ADVANCE AMERICAN 110.00
11X 10.000
YARD DEBRIS 110.00
CHARGE 110.00

~~ONLY SALE TIL 220.00~~

04-16-2008 #2

ITEM 11

REBECCA

2120 11:02TH

Max Kot

Approved By	_____
Job # / CC	_____
Date to be Posted	_____

No 267236

Rec'd as
P.S.

Charges okay
per Jack.

5% Discount by May 10th

